

<i>SERFF Tracking Number:</i>	<i>SKML-127625171</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>White Mountains Reinsurance Company of America</i>	<i>State Tracking Number:</i>	<i>49786</i>
<i>Company Tracking Number:</i>	<i>WMRE SL1 (07/11)</i>		
<i>TOI:</i>	<i>H12 Health - Excess/Stop Loss</i>	<i>Sub-TOI:</i>	<i>H12.004 Self-Funded Health Plan</i>
<i>Product Name:</i>	<i>White Mountain Stop Loss</i>		
<i>Project Name/Number:</i>	<i>White Mountain Stop Loss/WMRe SL1 (07/11)</i>		

Filing at a Glance

Company: White Mountains Reinsurance Company of America

Product Name: White Mountain Stop Loss	SERFF Tr Num: SKML-127625171	State: Arkansas
TOI: H12 Health - Excess/Stop Loss	SERFF Status: Closed-Approved-Closed	State Tr Num: 49786
Sub-TOI: H12.004 Self-Funded Health Plan	Co Tr Num: WMRE SL1 (07/11)	State Status: Approved-Closed
Filing Type: Form	Authors: Sandra Meltzer, Dee Sinkoe	Reviewer(s): Rosalind Minor
	Date Submitted: 09/14/2011	Disposition Date: 10/24/2011
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: White Mountain Stop Loss	Status of Filing in Domicile: Not Filed
Project Number: WMRe SL1 (07/11)	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Group Market Type: Employer	Overall Rate Impact:
Filing Status Changed: 10/24/2011	
State Status Changed: 10/24/2011	Deemer Date:
Created By: Dee Sinkoe	Submitted By: Dee Sinkoe
Corresponding Filing Tracking Number:	
Filing Description:	

The above referenced forms for the company's Stop Loss program, for employers who self-fund an employee medical benefit plan, are being submitted on behalf of White Mountains Reinsurance Company of America for your review and approval. These forms are new forms and will not replace any forms currently on file with your department. This Stop Loss program is intended to protect the Contractholder from catastrophic losses when the plan's claim exceed a defined threshold. Benefits are provided for specific stop loss, aggregate stop loss, or both. This program does not provide benefits to individual employee members or their dependents. Premiums are paid by, and benefits are payable to, the Contractholder and not the individual employee member or dependent. Excess stop loss coverage is not "health

SERFF Tracking Number: SKML-127625171 State: Arkansas
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TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

insurance coverage" as defined under the federal Health Insurance Portability and Accountability Act (HIPPA) and is therefore not subject to the requirements of HIPPA. This product will be marketed by licensed agents and brokers.

Form WMRE SL1 (07/11) - Aggregate and Specific Medical Excess Risk Insurance: This coverage provides stop loss insurance for an employer's self-funded medical plan for its employees.

Form WMRE SL1-SCHED (07/11) – Specific/Aggregate Excess Insurance Schedule: These schedule pages are part of the WMRE SL1 (07/11) contract and describe the specific benefits under the contract.

Form WMRE SL1-APP (07/11) – Application For Medical Excess Risk Insurance: This is the application for the WMRE SL1 (07/11) contract.

Form WMRE SL1-RIDER (07/11) - Rider: This rider is used to broaden coverage for the employee plan as agreed to by the employer and Sirius America.

Form WMRE SL1-ACCOM (07/11) - Accommodation for Aggregate Excess Loss Rider: This rider provides for the advancement of funds due under the contract before the end of the contract year.

Form WMRE SL1-TLEND (07/11) - Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage: This rider provides terminal liability coverage for the employer's health plan on both a specific and aggregate basis.

Form WMRE SL1-TLAP1 (07/11) - Terminal Liability Coverage Employer Adoption Agreement: This is the application for the terminal liability coverage.

Form WMRe SL1 TAO RIDER (07/11) - Transitional Stop Loss Rider: This rider provides Aggregate Stop Loss benefits only to the Contractholder.

Form WMRe SL1 TRSCHED (07/11) - Transitional Stop Loss Excess Insurance Schedule: This schedule page is part of the WMRE SL1 (07/11) contract when the Transitional Stop Loss Rider is attached to the contract and describe the specific benefits under the rider.

Form WMRe SL1 TAOACCOM (07/11) - Accommodation For Transitional Stop Loss Excess Loss Rider: This rider provides for the advancement of funds due under the contract and the Transitional Stop Loss Rider before the end of the contract year.

Form WMRe SL1 TRTLENDAG (07/11) - Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance: This rider provides terminal liability coverage for the employer's health plan on an aggregate basis only.

Form WMRe SL1 TRTLAP1 (07/11) - Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement: This is the application for the terminal liability coverage for the transitional stop loss coverage for the employer's health plan.

No part of this filing contains any unusual or possible controversial items from normal company or industry standards.

Company and Contact

Filing Contact Information

Dvora Sinkoe, Compliance Analyst
1925 Century Blvd

dee@skminc.com
404-633-5353 [Phone]

SERFF Tracking Number: SKML-127625171 State: Arkansas
Filing Company: White Mountains Reinsurance Company of America State Tracking Number: 49786
Company Tracking Number: WMRE SL1 (07/11)
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Suite 1 404-633-6301 [FAX]
Atlanta, GA 30345

Filing Company Information

(This filing was made by a third party - sandrakmeltzerandassociates)

White Mountains Reinsurance Company of America CoCode: 38776 State of Domicile: New York
One Liberty Plaza, 19th Floor Group Code: Company Type:
New York, NY 10006-1404 Group Name: State ID Number:
(212) 312-2536 ext. [Phone] FEIN Number: 13-1329974

Filing Fees

Fee Required? Yes
Fee Amount: \$600.00
Retaliatory? No
Fee Explanation: 50 per form x 12 = 600
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
White Mountains Reinsurance Company of America	\$600.00	09/14/2011	51579508

SERFF Tracking Number: SKML-127625171 State: Arkansas

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Company Tracking Number: WMRE SL1 (07/11)

TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan

Product Name: White Mountain Stop Loss

Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/24/2011	10/24/2011
Approved-Closed	Rosalind Minor	09/29/2011	09/29/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Aggregate and Specific Medical Excess Risk Insurance	Dee Sinkoe	10/24/2011	10/24/2011
Form	Specific/Aggregate Excess Insurance Schedule	Dee Sinkoe	10/24/2011	10/24/2011
Form	Application For Medical Excess Risk Insurance	Dee Sinkoe	10/24/2011	10/24/2011
Form	Rider	Dee Sinkoe	10/24/2011	10/24/2011
Form	Accommodation for Aggregate Excess Loss Rider	Dee Sinkoe	10/24/2011	10/24/2011
Form	Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage	Dee Sinkoe	10/24/2011	10/24/2011
Form	Terminal Liability Coverage Employer Adoption Agreement	Dee Sinkoe	10/24/2011	10/24/2011
Form	Transitional Stop Loss Rider	Dee Sinkoe	10/24/2011	10/24/2011
Form	Transitional Stop Loss Excess Insurance Schedule	Dee Sinkoe	10/24/2011	10/24/2011
Form	Accommodation For Transitional Stop Loss Excess Loss Rider	Dee Sinkoe	10/24/2011	10/24/2011
Form	Terminal Liability Coverage Endorsement	Dee Sinkoe	10/24/2011	10/24/2011

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<i>Product Name:</i>	<i>White Mountain Stop Loss</i>		
<i>Project Name/Number:</i>	<i>White Mountain Stop Loss/WMRe SL1 (07/11)</i>		
Form	Transitional Stop Loss Excess Insurance Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	Dee Sinkoe 10/24/2011	10/24/2011

<i>SERFF Tracking Number:</i>	<i>SKML-127625171</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>White Mountain Stop Loss</i>		
<i>Project Name/Number:</i>	<i>White Mountain Stop Loss/WMRe SL1 (07/11)</i>		

Disposition

Disposition Date: 10/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SKML-127625171 State: Arkansas
Filing Company: White Mountains Reinsurance Company of America State Tracking Number: 49786
Company Tracking Number: WMRE SL1 (07/11)
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Authorization Letter	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum	Approved-Closed	No
Form (revised)	Aggregate and Specific Medical Excess Risk Insurance	Approved-Closed	Yes
Form	Aggregate and Specific Medical Excess Risk Insurance	Replaced	Yes
Form (revised)	Specific/Aggregate Excess Insurance Schedule	Approved-Closed	Yes
Form	Specific/Aggregate Excess Insurance Schedule	Replaced	Yes
Form (revised)	Application For Medical Excess Risk Insurance	Approved-Closed	Yes
Form	Application For Medical Excess Risk Insurance	Replaced	Yes
Form (revised)	Rider	Approved-Closed	Yes
Form	Rider	Replaced	Yes
Form (revised)	Accommodation for Aggregate Excess Loss Rider	Approved-Closed	Yes
Form	Accommodation for Aggregate Excess Loss Rider	Replaced	Yes
Form (revised)	Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage	Approved-Closed	Yes
Form	Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage	Replaced	Yes
Form (revised)	Terminal Liability Coverage Employer Adoption Agreement	Approved-Closed	Yes
Form	Terminal Liability Coverage Employer Adoption Agreement	Replaced	Yes
Form (revised)	Transitional Stop Loss Rider	Approved-Closed	Yes
Form	Transitional Stop Loss Rider	Replaced	Yes

SERFF Tracking Number: SKML-127625171 State: Arkansas

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TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan

Product Name: White Mountain Stop Loss

Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Form (revised)	Transitional Stop Loss Excess Insurance Schedule	Approved-Closed	Yes
Form	Transitional Stop Loss Excess Insurance Schedule	Replaced	Yes
Form (revised)	Accommodation For Transitional Stop Loss Excess Loss Rider	Approved-Closed	Yes
Form	Accommodation For Transitional Stop Loss Excess Loss Rider	Replaced	Yes
Form (revised)	Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance	Approved-Closed	Yes
Form	Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance	Replaced	Yes
Form (revised)	Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	Approved-Closed	Yes
Form	Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	Replaced	Yes

<i>SERFF Tracking Number:</i>	<i>SKML-127625171</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>White Mountain Stop Loss</i>		
<i>Project Name/Number:</i>	<i>White Mountain Stop Loss/WMRe SL1 (07/11)</i>		

Disposition

Disposition Date: 09/29/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SKML-127625171 State: Arkansas

Filing Company: White Mountains Reinsurance Company of America State Tracking Number: 49786

Company Tracking Number: WMRE SL1 (07/11)

TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan

Product Name: White Mountain Stop Loss

Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Authorization Letter	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Actuarial Memorandum	Approved-Closed	No
Form (revised)	Aggregate and Specific Medical Excess Risk Insurance	Approved-Closed	Yes
Form	Aggregate and Specific Medical Excess Risk Insurance	Replaced	Yes
Form (revised)	Specific/Aggregate Excess Insurance Schedule	Approved-Closed	Yes
Form	Specific/Aggregate Excess Insurance Schedule	Replaced	Yes
Form (revised)	Application For Medical Excess Risk Insurance	Approved-Closed	Yes
Form	Application For Medical Excess Risk Insurance	Replaced	Yes
Form (revised)	Rider	Approved-Closed	Yes
Form	Rider	Replaced	Yes
Form (revised)	Accommodation for Aggregate Excess Loss Rider	Approved-Closed	Yes
Form	Accommodation for Aggregate Excess Loss Rider	Replaced	Yes
Form (revised)	Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage	Approved-Closed	Yes
Form	Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage	Replaced	Yes
Form (revised)	Terminal Liability Coverage Employer Adoption Agreement	Approved-Closed	Yes
Form	Terminal Liability Coverage Employer Adoption Agreement	Replaced	Yes
Form (revised)	Transitional Stop Loss Rider	Approved-Closed	Yes
Form	Transitional Stop Loss Rider	Replaced	Yes

SERFF Tracking Number: SKML-127625171 State: Arkansas
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TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Form (revised)	Transitional Stop Loss Excess Insurance Schedule	Approved-Closed	Yes
Form	Transitional Stop Loss Excess Insurance Schedule	Replaced	Yes
Form (revised)	Accommodation For Transitional Stop Loss Excess Loss Rider	Approved-Closed	Yes
Form	Accommodation For Transitional Stop Loss Excess Loss Rider	Replaced	Yes
Form (revised)	Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance	Approved-Closed	Yes
Form	Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance	Replaced	Yes
Form (revised)	Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	Approved-Closed	Yes
Form	Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	Replaced	Yes

SERFF Tracking Number: SKML-127625171 State: Arkansas
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TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Amendment Letter

Submitted Date: 10/24/2011

Comments:

White Mountains Reinsurance Company of America has changed it's name to Sirius America Insurance Company and this has been approved by your department. These forms have not been sold or issued. The only change is the company name and logo. Since the company name has changed, we request the approval be extended to the new company (Sirius America Insurance Company).

Thank you for your assistance with this filing.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
WMRe SL1 (07/11)	Policy/Contract/Certificate	Aggregate and Specific Medical Excess Risk Insurance	Initial				50.200	WMRe SL1 (07-11).pdf
WMRe SL1- SCHED (07/11)	Schedule Pages	Specific/Aggregate Excess Insurance Schedule	Initial				50.200	WMRe SL1 SCHED (07-11).pdf
WMRe SL1- APP AR (07/11)	Application/Enrollment Form	Application For Medical Excess Risk Insurance	Initial				45.500	AR WMRe SL1 APP (07-11).pdf
WMRe SL1- RIDER (07/11)	Policy/Contract/Certificate: Amendment, Insert	Rider	Initial				58.200	WMRe SL1 RIDER (07-11).pdf

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TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Page, Endorsemen t or Rider			
WMRe SL1- Policy/Contr AccommodatInitial	59.300	WMRe SL1	
ACCOM act/Fraternal ion for		ACCOM (07-	
(07/11) Certificate: Aggregate		11).pdf	
Amendment, Excess Loss			
Insert Rider			
Page, Endorsemen t or Rider			
WMRe SL1- Policy/Contr Terminal Initial	62.100	WMRe SL1	
TLEND act/Fraternal Liability		TLEND (07-	
(07/11) Certificate: Coverage		11).pdf	
Amendment, Endorsemen			
Insert t - Specific			
Page, and			
Endorsemen Aggregate			
t or Rider Excess			
Insurance			
Continuous			
Coverage			
WMRe SL1- Application/ETerminal Initial	46.700	WMRe SL1	
TLAP1 nrollment Liability		TLAP1 (07-	
(07/11) Form Coverage		11).pdf	
Employer			
Adoption			
Agreement			
WMRe SL1 Policy/Contr Transitional Initial	56.600	WMRe SL1	
TAO RIDER act/Fraternal Stop Loss		TAORIDER	
(07/11) Certificate: Rider		(07-11).pdf	
Amendment,			
Insert			
Page,			
Endorsemen			
t or Rider			
WMRe SL1 Schedule Transitional Initial	56.600	WMRe SL1	

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<i>Project Name/Number:</i>	<i>White Mountain Stop Loss/WMRe SL1 (07/11)</i>		
TRSCHEDED (07/11)	Pages Stop Loss Excess Insurance Schedule		TRSCHEDED (07-11).pdf
WMRe SL1 TAOACCOM (07/11)	Policy/Contr AccommodatInitial act/Fraternat ion For Certificate: Transitional Amendment, Stop Loss Insert Excess Loss Page, Rider Endorsemen t or Rider	59.600	WMRe SL1 TAOACCOM (07-11).pdf
WMRe SL1 TRTLENDAG (07/11)	Policy/Contr Terminal Initial act/Fraternat Liability Certificate: Coverage Amendment, Endorsemen Insert t Transitional Page, Stop Loss Endorsemen Excess t or Rider Insurance	61.300	WMRe SL1 TRTLENDAG (07-11).pdf
WMRe SL1 TRTLAP1 (07/11)	Application/ETerminal Initial nrollment Liability Form Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	51.600	WMRe SL1 TRTLAP1 (07-11).pdf

SERFF Tracking Number: SKML-127625171 State: Arkansas

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Company Tracking Number: WMRE SL1 (07/11)

TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan

Product Name: White Mountain Stop Loss

Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Form Schedule

Lead Form Number: WMRe SL1 (07/11)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Status							
Approved-Closed 10/24/2011	WMRe SL1 (07/11)	Policy/Cont ract/Fratern al	Aggregate and Specific Medical Excess Risk Certificate Insurance	Initial		50.200	WMRe SL1 (07-11).pdf
Approved-Closed 10/24/2011	WMRe SL1-SCHED (07/11)	Schedule Pages	Specific/Aggregate Excess Insurance Schedule	Initial		50.200	WMRe SL1 SCHED (07- 11).pdf
Approved-Closed 10/24/2011	WMRe SL1-APP AR (07/11)	Application/ Enrollment Form	Application For Medical Excess Risk Insurance	Initial		45.500	AR WMRe SL1 APP (07- 11).pdf
Approved-Closed 10/24/2011	WMRe SL1-RIDER (07/11)	Policy/Cont ract/Fratern al	Rider	Initial		58.200	WMRe SL1 RIDER (07- 11).pdf
		Certificate: Amendmen t, Insert Page, Endorseme nt or Rider					
Approved-Closed 10/24/2011	WMRe SL1-ACCOM (07/11)	Policy/Cont ract/Fratern al	Accommodation for Aggregate Excess Loss Rider	Initial		59.300	WMRe SL1 ACCOM (07- 11).pdf
		Certificate: Amendmen t, Insert Page, Endorseme nt or Rider					
Approved-	WMRe	Policy/Cont	Terminal Liability	Initial		62.100	WMRe SL1

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Product Name:	White Mountain Stop Loss		
Project Name/Number:	White Mountain Stop Loss/WMRe SL1 (07/11)		
Closed 10/24/2011	SL1-ract/Fratern Coverage al Endorsement - Certificate: Specific and Amendmen Aggregate Excess t, Insert Insurance Page, Continuous Endorseme Coverage nt or Rider		TLEND (07-11).pdf
Approved-Closed 10/24/2011	WMRe SL1-TLAP1 Enrollment Coverage Employer Form Adoption Agreement	Initial 46.700	WMRe SL1 TLAP1 (07-11).pdf
Approved-Closed 10/24/2011	WMRe SL1 Policy/Cont Transitional Stop Tact/Fratern Loss Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial 56.600	WMRe SL1 TAORIDER (07-11).pdf
Approved-Closed 10/24/2011	WMRe SL1 Schedule Transitional Stop TRSCHE Pages Loss Excess Insurance Schedule	Initial 56.600	WMRe SL1 TRSCHE (07-11).pdf
Approved-Closed 10/24/2011	WMRe SL1 Policy/Cont Accommodation For Tact/Fratern Transitional Stop al Loss Excess Loss Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial 59.600	WMRe SL1 TAOACCOM (07-11).pdf
Approved-Closed 10/24/2011	WMRe SL1 Policy/Cont Terminal Liability TRTLENDAract/Fratern Coverage al Endorsement Certificate: Transitional Stop Amendmen Loss Excess	Initial 61.300	WMRe SL1 TRTLENDAG (07-11).pdf

<i>SERFF Tracking Number:</i>	<i>SKML-127625171</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>White Mountain Stop Loss</i>		
<i>Project Name/Number:</i>	<i>White Mountain Stop Loss/WMRe SL1 (07/11)</i>		
	t, Insert Insurance		
	Page,		
	Endorseme		
	nt or Rider		
Approved- WMRe SL1	Application/ Terminal Liability	Initial	51.600
Closed TRTLAP1	Enrollment Coverage		WMRe SL1
10/24/2011 (07/11)	Form Transitional Stop		TRTLAP1
	Loss Excess		(07-11).pdf
	Insurance Employer		
	Adoption Agreement		



One Liberty Plaza
New York, New York 10006-1404

This Contract is issued to the Employer named in the Schedule by Sirius America Insurance company (the "Company", "We", "Us", "Our").

The Company will pay benefits to the extent and in the manner provided on this and the following pages of this Contract.

Read your Contract Carefully

The effective date of this Contract shall be 12:01 a.m. Standard Time at the principal office of the Employer. Such effective date shall also be the issue date of this Contract unless some other date is shown herein.

The first premium is due and payable on the effective date of this Contract and all other premiums are due and payable in accordance with the terms of the payment of premiums provision so long as this Contract is in force.

This Contract is issued by the Company at its executive offices as of the effective date.

A handwritten signature in black ink, enclosed within large square brackets. The signature appears to read "Dwight R. Evans".

[Dwight R. Evans]
[President and Chief Executive Officer]

Aggregate and Specific
Medical Excess Risk Insurance
Non-Participating

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I. THE CONTRACT

ENTIRE CONTRACT/CHANGES

This contract is issued in consideration of Your application and Your payment of premiums as set forth in this contract. A copy of the application and a copy of Your employee benefit plan description (hereafter referred to as the "Plan") are held in Our offices.

Only the President, Vice President or the Secretary of the Company is authorized to change this Contract or to waive any of Our rights or requirements and then only in writing. No such alteration of this Contract shall be valid unless endorsed on or attached to this Contract. No agent has the authority to alter this Contract or to waive any of its provisions.

AMENDMENTS TO THE PLAN

The Plan shall not be changed while this Contract is in force without Our prior written consent. Notice of any amendment to the Plan must be given to Us in writing at least 31 days prior to the effective date of the amendment. All amendments are subject to Our approval. In the event that such amendment is not approved or We do not receive such advance written notice, We shall only be liable to pay in accordance with benefits and provisions contained in the Plan prior to the amendment.

CLERICAL ERROR

A clerical error will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. Refunds or credits due as a result of a clerical error shall only be available for a period of up to one year prior to the request for refund or credit.

STATEMENTS

All statements made in Your application for coverage, in the absence of fraud, will be deemed as representations and not warranties. Representations mean that Your statements are true to the best of Your knowledge or belief. In issuing and entering into this Contract, We have relied upon Your statements and representations, in addition to all other underwriting information provided by You and/or any of Your Agents. In the event of any material misrepresentation or omission relating to Your statements, representations or information, We reserve the right to cancel, terminate and/or rescind this Contract in accordance with the Incontestability provision and with applicable law.

LEGAL ACTIONS

No action at law or in equity may be brought to obtain benefits less than 60 days nor more than three years after written proof has been furnished as required by this Contract (Kansas: more than 5 years) (South Carolina: more than 6 years).

INCONTESTABILITY

No statement shall be used in any contest of the Contract unless it is contained in Your application or in the Plan. This Contract shall not be contested, except for non-payment of premiums, after it has been in force for two years from its date of issue.

CONFORMITY WITH STATE LAWS

Any provision in this Contract that is in conflict, on the effective date, with the laws of the state where the covered person lives, is amended to conform to the minimum requirements of such laws.

AUDITS

We or Our duly authorized representatives shall be permitted at all reasonable times during usual business hours to examine and audit all records and procedures of the Employer and the Plan administrator so far as they relate to this Contract and Our liability and/or premium.

SEVERABILITY

Any clause deemed void, voidable, invalid or otherwise unenforceable, whether or not such provision is contrary to public contract, will not render any of the remaining provisions of the Contract invalid.

NOTICE OF APPEAL

Any objection, notice of legal action or complaint received on a claim processed by You or the Plan administrator, and which it reasonably appears benefits will be payable under this Contract, shall be brought to the immediate attention of the Claims Department and the Legal Department of the Company.

NOTICE

For the purpose of any notice required from Us under the provisions of this Contract, notice to the Plan administrator shall be considered notice to You. Notice to You shall be considered Notice to the Plan administrator.

II. DEFINITIONS

AGGREGATE MONTHLY FACTOR - the number which is multiplied by the Number of Covered Units each month of each contract year to determine the Annual Aggregate Attachment Point.

ANNUAL AGGREGATE ATTACHMENT POINT - for any one contract year, the total of the Number of Covered Units multiplied by such Covered Units' corresponding Aggregate Monthly Factor, applied each month; or the Minimum Annual Aggregate Attachment Point, whichever is greater.

COVERED PERSON - each person who is a Covered Unit or, in the case of a dependent, a member of a Covered Unit.

COVERED UNITS - an employee or an employee with dependents who is eligible for benefits and covered under the Plan.

EMPLOYEE BENEFIT PLAN/THE PLAN - the welfare benefits the Employer has agreed to provide for its employees and their eligible dependents. The Plan must be in effect on the effective date of this Contract, including any amendments to such Plan. See the Schedule for the name of the Plan and the Benefits provided by this Contract.

EMPLOYER - the Employer, or the trust established by the Employer, who is responsible for the payment of benefits under the Plan and whose name appears in the Schedule. The Employer may be referred to as "You" and "Your".

EXPERIMENTAL - Any Treatment that includes completely new, untested drugs, procedures, or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and/or and/or alternative therapies which are not generally accepted standards of current medical practice.

INVESTIGATIONAL - Treatment that includes drugs not yet released for distribution by the US Food and Drug Administration and/or procedures or services which are still in the clinical stages of evaluation.

MAXIMUM REIMBURSEMENT - the amount specified in the Schedule. It is the maximum amount payable under this Contract in respect to eligible claims paid by You for any Covered Person during their lifetime.

MINIMUM ANNUAL AGGREGATE ATTACHMENT POINT - the Minimum Aggregate Attachment Point as specified in the Schedule.

NUMBER OF COVERED UNITS - the total number of Covered Units existing in any one contract month. The number of Covered Units for the first contract month of the first contract year is shown in the Schedule. The number of Covered Units for subsequent contract months and/or contract years will be determined on a monthly basis in accordance with the eligibility requirements of the Plan.

PLAN ADMINISTRATOR - the company that is responsible for the day-to-day functions and management of the Plan. The Plan Administrator is solely Your agent. We must agree to any change of Plan Administrator. All benefits paid under this Contract are considered paid to You when received by the Plan Administrator.

PLAN BENEFIT PAYMENTS ON AN INCURRED AND PAID BASIS - for a Contract year, the total amount of benefits to which covered units or covered persons become entitled under the Plan subject to any limitations of this Contract. Such amount of benefits shall only include the eligible expenses incurred on or after the effective date of this Contract and paid during the Contract year. Such amount of benefits shall not include: deductibles, coinsurance amounts or any other expenses or claims, which are reimbursable from any other source. No cost of claim payment or expense of litigation shall be included. An eligible expense will be considered to be incurred at the time of the service, or the supply to which it relates, is provided. Drafts or checks issued shall be counted as amounts paid and the date of issue of each draft or check shall be deemed to be the date of payment.

REIMBURSEMENT FACTOR - the percentage specified in the Schedule. Separate reimbursement factors may apply each to aggregate excess benefit and specific excess benefit.

SCHEDULE - the Aggregate/Specific Excess Insurance Schedule found in the back of this Contract.

SPECIFIC DEDUCTIBLE - the amount specified in the Schedule. The amount of claims paid for any one individual or Covered Unit under the Plan by You before coverage under this Contract begins to reimburse properly paid claims (the Employers' deductible). It applies separately for each Contract year and will be determined annually by the Company.

If this Contract terminates during any Contract Year, the Specific Deductible and Aggregate Attachment Points will be calculated as if the Contract has remained in effect for the full contract year.

USUAL, REASONABLE AND CUSTOMARY RATE – A typical and reasonable amount of reimbursement for similar services, medicines, or supplies within the area in which the charge is incurred. In determining the typical and reasonable amount of reimbursement, the Company will consider one or more of the following factors, without limitation: the amount charged by the provider; the amount charged by similar providers or providers in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other

similar services; the length of time required to perform the procedure or service as compared to national standards and/or benchmarks; and the severity or nature of the illness or injury being treated.

III. BENEFIT PROVISIONS

The first contract year shall commence on the Effective date. It shall end on the first day of the calendar month coinciding with or next following twelve calendar months thereafter. Second and subsequent contract years shall be each twelve calendar month period thereafter. A contract month shall be each calendar month within a contract year. Premium due date shall be the effective date and the first day of each contract month thereafter.

SPECIFIC EXCESS HEALTH INSURANCE

- A.** We will pay the Specific excess benefit to You. Payment will be made within a reasonable time after receipt of the proof of loss and request for Reimbursement.
- B.** The specific excess benefit for any contract year, or fraction thereof, is calculated as:
 - 1. the Plan Benefit Payments on an Incurred and Paid Basis, with regard to a Covered Person, less:
 - 2. the Specific Deductible; and
 - 3. multiplied by the Reimbursement Factor and subject to the Specific lifetime maximum.
- C.** Upon termination of the Contract, We shall not be liable for losses incurred or paid after the termination date.

AGGREGATE EXCESS HEALTH INSURANCE

- A.** We will pay the Aggregate excess benefit to You. Payment will be made within a reasonable time after the end of each Contract Year.
- B.** The Aggregate excess benefit for any contract year is calculated as:
 - 1. the Plan Benefit Payments on an Incurred and Paid Basis; less
 - 2. the Annual Aggregate Attachment Point; less
 - 3. the Specific excess benefits included in the Plan Benefit Payments on an Incurred and Paid Basis which is to be reimbursed by Us under the Specific excess benefit provided by this Contract. The maximum any one claim can contribute to the Aggregate excess benefit is the amount of the Specific Deductible, regardless of the Contract terms; and
 - 4. multiplied by the Reimbursement Factor and subject to any maximum which may be shown under Aggregate Excess Health Insurance in the Schedule.

LIMITATIONS OF COVERAGE

- A.** We shall not have any responsibility or obligation under this Contract to directly reimburse any Covered Person or provider of professional or medical services for any benefits which You have agreed to provide under the terms of the Plan. The Company's sole liability hereunder is to You subject to the terms, conditions and limitations of this agreement.
- B.** This Contract will not reimburse You for any loss or expenses caused by or resulting from any of the following:
1. Expenses incurred while the Plan is not in force as to the Covered Person.
 2. Expenses resulting from: dental, vision, hearing care, prescription drugs or disability income except as noted on the Schedule.
 3. Liability assumed by You under any contract or service agreement other than the Plan.
 4. Expenses which are based upon any non compliance with any legal statute or legislation.
 5. Expenses arising out of or in the course of any occupation or employment for wage or profit for which the Covered Person is eligible for benefits under any worker's compensation or occupational disease law, whether or not such coverage is in force.
 6. Expenses for which benefits are not payable under the Plan because of an exclusion for expenses incurred due to a pre-existing condition subject to the following exception: Claims paid for pre-existing conditions by You for Covered Persons who were covered under the Contract or coverage replaced by the Plan on the day immediately preceding the effective date of the Plan will be reimbursed at the lesser of the following benefits:
 - a. The benefits payable under the Contract or coverage replaced; or
 - b. The benefits payable under the Plan disregarding the pre-existing condition Limitation.
 7. Expenses arising out of, caused by, contributed to or in consequence of: War-declared or undeclared, Civil war, Hostilities or Invasion.
 8. Payments made under the Plan as a result of charges incurred for medicine or drugs which are Food and Drug Administration Phase I, II or III testing.
 9. Payments made under the Plan for treatments or procedures which are Experimental or Investigational unless they meet all of the following criteria:
 - a. The drug, treatment or procedure is otherwise a Covered Expense under the Plan; and

- b. The drug, treatment or procedure is not in a Phase 1 or Phase 2 Clinical Trial; and
 - c. The drug or treatment has been approved by the FDA for any indication; and
 - d. If off-label usage applies, the off-label use of the drug or treatment has been recognized for treatment of the condition for which it is prescribed by at least one of the following:
 - i. Thomson Micromedex Drugdex; or
 - ii. Thomson Micromedex DrugPoints; or
 - iii. The American Hospital Formulary Service Drug Information; or
 - iv. Standard reference compendia or substantially accepted peer-reviewed Clinical Practice Guidelines, such as NCCN Guidelines.
10. All legal expenses and fees under any circumstances incurred by You, the Plan and any covered person including, without limitation, legal expenses and fees incurred in obtaining medical treatment.
 11. Any payment for exemplary and punitive damages or liabilities, including but not limited to those resulting from negligence, intentional wrongs, fraud, bad faith or strict liability on Your part or on the part of Your agent.
 12. Any payment for extra-contractual damages, compensatory damages, or punitive damages awarded under the Plan.
 13. Any payment for the cost of administering the Plan or other Employer contract services.
 14. Any charge, expense or request for reimbursement that is in excess of the Usual, Reasonable and Customary Rate.

IV. PAYMENT OF CLAIMS

NOTICE OF CLAIMS

Written notice must be given to Us within 60 days after You become aware that benefits will be incurred which are covered by this Contract.

You or Your administrator shall submit on a timely basis all proofs, reports and supporting documentation requested by Us, including, but not limited to a monthly summary of all eligible claims paid by You. Such monthly reports should include: Individual claims where the total sum paid at the close of the month exceeds, or is expected to exceed, 50 percent of the Specific Deductible per Person (see Schedule). Details to include: name of the covered person, date of accident(s) or onset of sickness, nature of injury(ies) or sickness(es) and estimated likely total cost of claim.

PAYMENT

You shall determine the benefits under the Plan. These decisions are Your sole responsibility. We have the right to interpret the terms of the Plan as it applies to this Contract. We shall have the sole authority to pay or deny claims that exceed any Specific Deductible and/or Aggregate Attachment Point.

All benefits shall be paid to You as they become payable under this Contract.

SUBROGATION

The Company has the right to recover any and all payments that the Company has made under this Contract from any person or entity that has been found to make, or is obligated to make in the future, a first and/or third Party payment to a Covered Person as the result of an accident or illness caused by another party. If You recover any monies from any source for any loss for which You received payment under this Contract, the Company will be reimbursed on a priority basis from such recovery to the extent of the Company's payments to You before You are entitled to a recovery. This obligation to the Company survives the termination of this Contract and is applicable even if the Contract has expired and/or been terminated.

In the event You do not pursue all available recovery sources, then Your right of subrogation against a Covered Person transfers to the Company and You will at all times cooperate with the Company in their recovery efforts. Further, there can be no deduction of the amounts due the Company for legal fees, or any costs associated with the recovery of these payments without the express written agreement of the Company prior to the matter being settled or these costs being incurred. In addition, if there is to be a settlement for any portion of the funds that is less than 100% of the amount(s) paid to You or on Your behalf by the Company, any such agreement must first be approved by the Company or its designated representative, before You agree to such a settlement with any other person or entity.

CASH LOSS LIMIT

When a claim has been submitted to Us which is in compliance with all other terms and conditions of this Contract and provided that You have paid to the providers of services or supplies to which the claim relates all amounts equal to the Specific Deductible, We will advance to You the remainder of the eligible unpaid balance of the claim.

V. PAYMENT OF PREMIUMS

We reserve the right, subject to 31 days prior written notice to You, to establish new premium rates and new Contract terms, to be effective as of the end of twelve months after the agreement date, or effective as of any premium due date thereafter.

Each premium for this Contract is payable on or before its due date at the office of the Company. Payment of a premium shall not maintain this Contract in force beyond the period for which such premium is paid, except as otherwise stated in this Contract.

GRACE PERIOD

A grace period of 31 days will be allowed for the payment of each premium after the first premium payment. Coverage will continue during such grace period so long as premium is paid in full prior to the end of such grace period.

REINSTATEMENT

We agree, at Our sole option, and without prejudice to Our rights under this Contract to reinstate coverage as of the effective date of cancellation upon receipt and approval of Your written application for reinstatement and any and all other material and/or information as may be requested by Us, including but limited to, all outstanding premiums, plus interest due from the effective date of reinstatement at a rate of not less than 1.5% per month compounded monthly. No insurance shall be reinstated until We confirm such reinstatement in writing to the You and any outstanding premiums have been paid.

VI. CONTRACT TERMINATION

This Contract and all benefits hereunder will terminate upon the earliest of the following dates:

- A.** Except as provided under the “Grace Period” provision, at the end of any period for which the premium has last been paid.
- B.** The premium due date next following Our receipt of written notice from You that the Contract is to be terminated.
- C.** The last day of the contract year if We do not intend to renew the Contract and give You at least 30 days notice that the Contract is to be terminated.
- D.** The last day of the contract year in which You have rejected in writing the rates and terms We offered and which will be applicable to the next following contract year.
- E.** The date of termination of the Plan.

The Company has the right to establish new premium rates and Aggregate Monthly Factors at any time during a Contract period if any of the following change(s) occur to You or the Plan:

- A.** Geographical area;
- B.** Nature of Business;
- C.** Acquisition, merger, sale, lay-off;
- D.** If the Number of Covered Units covered under the Plan changes by more than 15% from the effective date.

In the event You refuse to accept any adjustments required by us with respect to such change(s) within 15 days of notification by the Company, this Contract will terminate immediately without further notice and with no further rights under this Contract.

In addition to the termination provisions listed above, this Contract shall automatically terminate upon cancellation of the Contract between the Employer and the Plan administrator unless We had, prior to such cancellation, agreed in writing to the Employer’s designation of a successor Plan administrator.

SIRIUS AMERICA INSURANCE COMPANY

SPECIFIC/AGGREGATE EXCESS INSURANCE SCHEDULE

1. Employer's Name: [ABC Manufacturing Company]
Mailing Address: [123 Main Street, Anytown, Anystate 43210]
2. Contract Effective Date: 12:01 a. m. local Standard Time on [September 1, 2011]
3. Anniversary Date: [September 1, 2012]
4. Claims Administered By: [Acme Administrators]
5. Name of Plan [ABC Manufacturing Company Medical Plan]
6. Governing Jurisdiction: [Anystate, USA]
7. Managing General Underwriter: International Medical Group – Stop Loss, Inc.

SPECIFIC EXCESS HEALTH INSURANCE

Benefits Covered: Medical ☒ RX Card ☒

1. Specific Deductible Per Person: \$[XX,XXX]
2. Reimbursement Factor
(Percentage Payable to Contractholder): [XX]%
3. Maximum Reimbursement Per Person: \$ [XX,XXX]
(Maximum Reimbursement for any one person is Plan maximum benefit less Specific Deductible.)
4. Contract Basis: [Incurred and Paid in Policy Period]
5. Specific Premium Rates
Single [\$XX.XX] EE + SP [\$XX.XX] EE + Dependent(s) [\$XX.XX] EE + Family [\$XX.XX]
Deposit:\$ [\$X,XXX]
Estimated Annual Premium\$ [\$XX,XXX]
6. Aggregated Specific ☐ Yes \$ ☒ No
7. Lasered Individual(s) ☐ Yes (See Lasered Agreement) ☒ No

AGGREGATE EXCESS HEALTH INSURANCE

Benefits Covered: Medical ☒ Dental ☒ Weekly Income ☐ Vision ☒ RX Card ☒

1. Aggregate Monthly Factors:

Single [X.XXX] EE + SP [X.XXX] EE + Dependent(s) [X.XXX] EE + Family [X.XXX]

2. Reimbursement Factor [XX%] _____
(Percentage Payable to Contractholder)

3. Estimated Annual Aggregate Attachment Point: \$ [XXX.XXX] _____

4. Minimum Annual Aggregate Attachment Point: \$ [XXX.XXX] _____

5. Maximum Reimbursement: \$ [XXX,XXX] _____

6. Maximum Reimbursement Per Person: \$ [XX,XXX] _____

7. Contract Basis: [Incurred and Paid in Policy Period]

8. Aggregate Premium Rate (PEPM): \$ [XXX.XX] _____

Deposit: \$ [X,XXX] _____

Estimated Annual Premium: \$ [XX,XXX] _____

Retirees Covered under this Policy ☐ Yes ☒ No

☐ Specific and Aggregate

☐ Specific coverage only

☐ Aggregate coverage only

SIRIUS AMERICA INSURANCE COMPANY

APPLICATION FOR MEDICAL EXCESS RISK INSURANCE

The Applicant hereby applies to Sirius America Insurance Company (the Company) through its Managing General Underwriter, International Medical Group – Stop Loss, Inc., for Excess Insurance as follows in connection with its self-funded health care benefit plan. An approved plan document will be kept on file at the Managing General Underwriter's office.

Applicant: [Acme Manufacturing Company]

Address: [123 Main St]

[Anytown, Anystate 43210]

Additional Locations: [None]

Requested Effective Date: [September 1, 2011]

This date is subject to approval by the Company.

SPECIFIC EXCESS INSURANCE

SPECIFIC DEDUCTIBLE \$ [\$XX,XXX]

Deductible: ☒ per participant ☐ per family

MAXIMUM INDEMNITY

CONTRACT MAXIMUM

\$ [\$XXX,XXX]

\$ [\$XXX,XXX]

SELF-FUNDED BENEFITS TO BE COVERED

☒ Medical

☒ RX Card

TYPE OF POLICY DESIRED COVERING CLAIMS: [Paid and Incurred]

AGGREGATED SPECIFIC

☐ YES

☒ NO

RETIREEES COVERED UNDER SPECIFIC

☐ YES

☒ NO

AGGREGATE EXCESS INSURANCE

MAXIMUM INDEMNITY – EXCESS OF ATTACHMENT POINT

☒ \$1,000,000 ☐ Other \$ _____

SELF-FUNDED BENEFITS TO BE COVERED

☒ Medical ☒ Dental ☐ STD ☐ Vision ☒ RX Card ☐ Other _____

TYPE OF POLICY DESIRED COVERING CLAIMS: **[Paid and Incurred]**

AGGREGATE ACCOMMODATION ☒ **YES** ☐ **NO**

RETIREES COVERED UNDER THE AGGREGATE ☐ **YES** ☒ **NO**

AGENT OR BROKER **[Adam Smith Agency]**

ADDRESS **[25 Elm Street, Anytown, Anystate 95643]**

PERSON TO CONTACT **[Adam Smith]** **PHONE** **[956-784-1230]**

THIRD PARTY ADMINISTRATOR **[Acme Administrators]**

ADDRESS **[789 Maple Grove Drive, Anytown, Anystate 99992]**

PERSON TO CONTACT **[Mary Perkins]** **PHONE** **[555-444-6666]**

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

It is understood and agreed as a condition precedent to the approval of this Application that:

- a. The undersigned shall furnish to International Medical Group - Stop Loss, Inc. for their approval a copy of the executed Plan Document, describing the benefits provided by the Plan. No contract will be released nor claim reimbursed until such time that an acceptable Plan Document is received and approved by International Medical Group - Stop Loss, Inc. In the event of a material variance between the Plan Document received by International Medical Group – Stop Loss, Inc. and the plan benefit provisions upon which the terms and rates of the aggregate and specific excess coverage were based, International Medical Group – Stop Loss, Inc. may, at their option, decline to release the Contract until such time that an acceptable Plan document is received, approved and on file in their office.
- b. The Undersigned will provide or employ plan supervision and claim administration facilities acceptable to the Company or International Medical Group – Stop Loss, Inc. to administer the Plan and to process and pay claims according to the Plan Document.
- c. The receipt of premium by the Company, and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this Application, their sole obligation shall be to refund such sum to the Undersigned.
- d. Any Aggregate and/or Specific Excess Insurance shall be described in the Contract(s) issued.
- e. Experience, census, and other information contained in the Stop Loss Proposal Request as furnished by the applicant directly; or through its representative, are the primary data elements on which the Company's proposal was based. In accepting the Contract(s), the Undersigned represents that, to the best of his knowledge and belief, such information accurately reflects the true facts. Accordingly, this Application will become a part of the insurance Contract, if issued.
- f. Any insurance resulting from this Application shall be subject to the terms and provisions of the Contract(s) herein applied for. Insurance shall become effective; on the date specified in this Application if the underwriting requirements of the Company have been met and the required premiums paid, whether or not the Contract has been issued and delivered; and

g. The Applicant further understands, represents and acknowledges that:

The statements, declarations and representations made in the Proposal Request, this Application, the Applicant's Employer Claims Disclosure Statement, and the Plan are its representations, and are deemed incorporated and contained herein;

The Policy is issued in reliance upon the truth and completeness of such statements, declarations and representations which form a part of the Policy; and

The Policy and the Proposal embody all agreements existing between the Applicant and the Company, or any of its agents, relating to this coverage.

The undersigned Applicant represents that he has read the entire Application for Medical Excess Risk Insurance, accepts the terms and rates contained in the Stop Loss Proposal and understands that the coverage requested herein is not in effect until this Application is approved and accepted by International Medical Group – Stop Loss, Inc. and the Company.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signed at [Anytown, Anystate] Date [August 15, 2011]

Signature of Authorized Person [William Smith]

Printed Name of Authorized Person [William Smith]

Title [President]

Signature of Authorized Agent [Adam Smith]

Printed Name of Authorized Agent [Adam Smith]

Title [Agent]



RIDER

Issues this rider to be attached to form a part of the Aggregate and Specific Medical Excess Risk Insurance Contract Number [90123].

Rider Effective Date [September 1, 2011]

It is understood and agreed by the Company that Plan Benefits on an Incurred and Paid basis, as applicable to [specific/aggregate] excess, is amended to include claims incurred in the

[XX] months [subsequent/prior] to the effective date of this Contract and paid

[during the Contract year/in the [xx] months] subsequent to the effective date of this Contract.

Nothing contained in this Rider will be held to affect any of the terms of the Contract other than as stated herein.

A handwritten signature in black ink, enclosed in large square brackets. The signature appears to read "Dwight R. Evans".

[Dwight R. Evans]
[President and Chief Executive Officer]

SIRIUS AMERICA INSURANCE COMPANY
(“We”, “Us”, “Our”)
ACCOMMODATION FOR AGGREGATE EXCESS LOSS RIDER

RIDER NUMBER: [R 124]

CONTRACT NUMBER: [09123]

EMPLOYER: [Acme Manufacturing Company]

Effective as of [September 1, 2011] this Rider changes the Contract as follows:

MONTHLY CUMULATIVE ACCOMMODATION FOR AGGREGATE EXCESS LOSS:

DEFINITIONS

Cumulative Aggregate Attachment Point means the greater of:

- a. the sum of the Monthly Aggregate Attachment Point for all Covered Months of the Cumulative Period; or
- b. the Monthly Aggregate Attachment Point for the first month of the Contract Year, times the number of Covered Months.

Cumulative Eligible Expenses means the total amount that You have paid as benefits under Your Plan during the Cumulative Period.

Cumulative Eligible Expenses does not mean amounts:

- a. We have paid to You, or You are eligible to receive, as Specific Excess Loss Insurance benefits During the Contract Year;
- b. paid under Your Plan which exceed the Maximum Specific Benefit under the Contract; or
- c. which are not Eligible Expenses, as defined in the Contract.

Cumulative Period means the period which begins on the Effective Date of the Contract or, if later, on the effective date of this Rider, and which ends on any Completed Month after the first, and prior to the last month of the Contract Year.

Monthly Aggregate Attachment Point, for this coverage, means the actual number of Covered Units for a Covered Month of the Contract Year times the Aggregate Monthly Factor(s), as shown in the Schedule of Insurance.

Net Amount means all amounts that We have released to You, less all amounts that You have returned to Us under this provision.

AMOUNTS RELEASED

At the end of a Covered Month, We will release to You an amount under this provision if, for that month, Your Cumulative Eligible Expenses exceed the Cumulative Aggregate Attachment Point.

Amounts released by Us, under this provision:

- a. will at all times be considered Our funds;
- b. will be subject to all the terms of the Contract, and to Our receipt of Your request for reimbursement, and proof of Loss satisfactory to Us;
- c. shall not exceed the Maximum Benefit payable by Us, as shown in the Schedule of Insurance;
- d. are not loans or advances of benefits payable under the Contract.

We will only release amounts under this provision if You have paid to Us:

- a. all premiums due through the Cumulative Period; and
- b. all amounts which You are required to return to Us, in accordance with the following paragraph.

REPAYMENT OF AMOUNTS RELEASED

We reserve the right to collect amounts which We release under this Rider in part or the entire amount, if during any subsequent Completed Month, Your Cumulative Aggregate Attachment Point is greater than Your Cumulative Eligible Expenses.

YEAR-END ADJUSTMENT

At the end of the Contract Year, We will determine the Annual Aggregate Attachment Point, and the Minimum Annual Aggregate Attachment Point without regard to this provision.

We will reimburse You, for any amount by which Eligible Expenses, exceed, the greater of:

- a. the Annual Aggregate Attachment Point; or
- b. the Minimum Annual Aggregate attachment point.

We will reimburse You only if all due premium is paid, and all amounts You must return to Us, under this provision have been paid to Us.

You must reimburse Us for any amount by which, the greater of a or b exceeds the Net Amount where :

- a. is the Annual Aggregate Attachment Point; and
- b. is the Minimum Annual Aggregate Attachment Point.

No benefits will be paid under the Contract, or under this provision, until We have received all amounts You must return to Us under this provision. If You do not pay amounts due to Us, under this provision within the time allowed:

- a. We reserve the right to reduce any benefits payable under other terms of the Contract by such Amounts;
- b. You shall be liable for a monthly late penalty, equal to [XX]% of the amount due Us; and
- c. You will be liable for all costs and expenses, including attorney fees, which We incur in the collection of such amounts.

You must reimburse Us within [XX] days of Our notice to You, that such amount is due Us.

TERMINATION PRIOR TO END OF CONTRACT PERIOD

If the Contract is canceled or terminated, prior to the end of the Contract Year, You must pay Us all amounts We have paid You, under this provision, and no coverage is in effect.

REPORTING REQUIREMENTS

You must submit to Us, within [XX] days of the end of each Covered Month, a report of Eligible Expenses paid by You during that month.

GENERAL

This Rider is added to the Contract in consideration of [the greater of]:

- a. [\$XX.XX] per covered unit per month payable on the premium due date of each month; or
- b. [\$XX,XXX] for the Contract Year.

This Contract is changed only as stated in this Rider. All provisions not changed by this Rider shall apply.

A handwritten signature in cursive script, enclosed in large square brackets. The signature appears to read "Dwight R. Evans".

[Dwight R. Evans]
[President and Chief Executive Officer]

**SIRIUS AMERICA INSURANCE COMPANY
TERMINAL LIABILITY COVERAGE ENDORSEMENT
SPECIFIC AND AGGREGATE EXCESS INSURANCE
CONTINUOUS COVERAGE**

ALL TERMS AND CONDITIONS OF THE CONTRACT TO WHICH THIS ENDORSEMENT IS ATTACHED REMAIN EFFECTIVE AND ARE INCORPORATED IN THIS ENDORSEMENT EXCEPT AS AMENDED OR MODIFIED HEREIN.

DEFINITION

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED means the greater of A or B where:

A is calculated as (1) plus [(2) multiplied by (3)] where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the sum of the number of covered units for each month for months 7 through 12 of the Contract Period; and
- (3) is the Terminal Liability Coverage Aggregate Factors set forth below.

B is calculated as (1) plus (2) where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the Terminal Liability Coverage Minimum Aggregate Retention by Insured set forth below.

TERMINAL LIABILITY COVERAGE

You shall be entitled to Terminal Liability Coverage under this Endorsement provided the following conditions are met:

1. You terminated the Plan on the expiration date of the Contract and do not intend to adopt, form or participate in any other self-funded plan or arrangement within one year of the expiration date of the Contract. Proof of fully insured coverage, in the form of a copy of the first month's billing, is required to be submitted to Us.
2. Your Contract is not canceled for any reason prior to its expiration date.
3. You provide written notice to Us and tender the entire Terminal Liability Coverage premium at least 15 days prior to the expiration date of the Contract. The written notice shall state:

- a. that You elect to invoke the terms of this endorsement and the facts giving rise to its election; and
- b. that You have complied with all terms and conditions of the Contract and have paid the Subscription Fee for this Endorsement continuously for the period of the Contract.

BENEFIT PROVISIONS

Specific Excess Insurance

We are liable for Claims Paid by You for any one Covered Person in excess of the Specific Attachment Point Per Person set forth in the Schedule, provided these claims are incurred during the period of the Contract and paid by You during the period of the Contract or the **six** months immediately following. Our liability for the original contract period and the Terminal Liability coverage shall always be limited to the Maximum Reimbursement Per Person shown the Schedule for any one Covered Person and shall not exceed the stated amount for all Covered Units combined.

Aggregate Excess Insurance

We are liable for Claims Paid by You in the aggregate in excess of the Terminal Liability Coverage Aggregate Retention by Insured as calculated above, provided, these claims are incurred during the period of the Contract and paid by You during the period of the Contract or the **six** months immediately following. Our liability for the original contract period and the Terminal Liability coverage shall always be limited to the Maximum Reimbursement amount set forth in the Schedule.

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED

Aggregate minimum: [\$XX,XXX]

TERMINAL COVERAGE PREMIUM

You shall pay to Us a premium calculated at the following Premium Rates, based on the number of covered units as of the first day of each calendar month in months 7 through 12 of the Contract period. The premium for the entire period for which coverage is provided shall be paid in a lump sum 15 days in advance of the expiration date of the Contract, subject to 31 days of grace provided in the Contract.

Premium Rate

Specific:

\$[XX.XX]	per single;	\$[XX.XX]	per employee + spouse
\$[XX.XX]	per employee + dependents;	\$[XX.XX]	per employee + family

Aggregate:
\$[XX,XXX] per covered unit

Due Date: [September 1, 2011]

TERMINAL OPTION COVERAGE AGGREGATE FACTORS

[XX.XX]	per single;	[XX.XX]	per employee + spouse
[XX.XX]	per employee + dependents;	[XX.XX]	per employee + family

LAPSE OF TERMINAL OPTION COVERAGE

If the You cease to pay the Subscription Fee for the Terminal Liability Coverage during the period of the Contract or do not request or accept renewal terms for the Terminal Option Coverage upon proposal of renewal terms by Us, You shall not be eligible for Terminal Liability coverage at any future renewal of excess coverage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the Contract other than as stated above.

[]

[Dwight R. Evans]
[President and Chief Executive Officer]

**SIRIUS AMERICA INSURANCE COMPANY
TERMINAL LIABILITY COVERAGE
EMPLOYER ADOPTION AGREEMENT**

The undersigned Employer hereby applies to Sirius America Insurance Company (the Company) and agrees to pay a subscription fee for Terminal Liability Coverage. In consideration of the subscription fee paid to the Company, the Company will issue a Terminal Liability Coverage Endorsement to attach to and form a part of the Medical Excess Risk Insurance Contract issued to the Employer, entitling the Employer to elect in writing to invoke the terms of the endorsement at least 15 days prior to the expiration of the Medical Excess Risk Insurance Contract, provided the conditions contained in the Endorsement have been met. It is understood that the Employer will pay 100% of the subscription fee and will pay it to the Company or its designee.

IT IS UNDERSTOOD THAT IF THE EMPLOYER CEASES TO PAY THE SUBSCRIPTION FEE DURING THE PERIOD OF THE MEDICAL EXCESS RISK INSURANCE CONTRACT OR DOES NOT REQUEST OR ACCEPT RENEWAL TERMS FOR THE TERMINAL LIABILITY COVERAGE UPON PROPOSAL OF RENEWAL TERMS BY THE COMPANY, THE EMPLOYER SHALL NOT BE ELIGIBLE FOR TERMINAL LIABILITY COVERAGE AT ANY FUTURE RENEWAL OF MEDICAL EXCESS RISK OR OTHER EXCESS COVERAGE.

IT IS ALSO UNDERSTOOD THAT THE TERMINAL LIABILITY COVERAGE FOR WHICH THE EMPLOYER IS APPLYING WILL ONLY TAKE EFFECT SHOULD THE EMPLOYER CHOOSE A FULLY INSURED PLAN.

Type of Terminal Liability Requested:

☒ Specific and Aggregate ☐ Aggregate

Employer: [Acme Manufacturing Company]

Address: [123 Main Street Anytown, Anystate 43210]
Street City State Zip

Requested Effective Date: [September 1, 2011]

Signature: [William Smith]

Printed: [William Smith]

Title: [President] Date: [August 15, 2011]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

THE TERMINAL LIABILITY COVERAGE IS NOT EFFECTIVE UNTIL THE EMPLOYER IS INFORMED OF ACCEPTANCE BY THE COMPANY OR ITS DESIGNEE.

SIRIUS AMERICA INSURANCE COMPANY

TRANSITIONAL STOP LOSS RIDER

Issues this rider to be attached to form a part of the Stop Loss Medical Excess Risk Insurance Contract Number [90123]

Rider Effective Date [September 1, 2011]

It is understood and agreed by the Company that Plan Benefits on an Incurred and Paid basis, as applicable to [specific/aggregate] excess, is amended to include claims incurred in the

[x] months [subsequent/prior] to the effective date of this Contract and paid [during the Contract year/in the x months] subsequent to the effective date of this Contract.

Nothing contained in this Rider will be held to affect any of the terms of the Contract other than as stated herein.

A handwritten signature in cursive script, enclosed within large square brackets. The signature appears to read "Dwight Evans".

[Dwight Evans]
[President and Chief Executive Officer]

SIRIUS AMERICA INSURANCE COMPANY

TRANSITIONAL STOP LOSS EXCESS INSURANCE SCHEDULE

1. Employer's Name: [ABC Manufacturing Company]
Mailing Address: [123 Main Street, Anytown, Anystate 43210]
2. Contract Effective Date: 12:01 a. m. local Standard Time on [September 1, 2011]
3. Anniversary Date: [September 1, 2012]
4. Claims Administered By: [Acme Administrators]
5. Name of Plan [ABC Manufacturing Company Medical Plan]
6. Governing Jurisdiction: [Anystate, USA]
7. Managing General Underwriter: International Medical Group – Stop Loss, Inc.

AGGREGATE EXCESS HEALTH INSURANCE

Benefits Covered: Medical ☒ Dental ☒ Weekly Income ☐ Vision ☒ RX Card ☒

1. Aggregate Monthly Factors:

Single [X.XXX] EE + SP [X.XXX] EE + Dependent(s) [X.XXX] EE + Family [X.XXX]

2. Reimbursement Factor [XX%]
(Percentage Payable to Contractholder)

3. Estimated Annual Aggregate Attachment Point: \$ [XX,XXX]

4. Minimum Annual Aggregate Attachment Point: \$ [XX,XXX]

5. Maximum Reimbursement: \$ [XXX,XXX]

6. Maximum Reimbursement Per Person: \$ [XX,XXX]

7. Contract Basis: [Incurred and Paid in Policy Period]

8. Aggregate Premium Rates

Single \$ [XX.XX] EE + SP \$ [XX.XX] EE + Dependent(s) \$ [XX.XX] Family \$ [XX.XX]

Estimated Annual Premium: \$ [XX,XXX.XX]

Retirees Covered under this Policy ☐ Yes ☒ No

SIRIUS AMERICA INSURANCE COMPANY
(“We”, “Us”, “Our”)
ACCOMMODATION FOR TRANSITIONAL STOP LOSS EXCESS LOSS RIDER

RIDER NUMBER: [R-123]

CONTRACT NUMBER: [90123]

EMPLOYER: [Acme Manufacturing Company]

Effective as of [September 1, 2011] this Rider changes the Contract as follows:

MONTHLY CUMULATIVE ACCOMMODATION FOR TRANSITIONAL STOP LOSS EXCESS LOSS:

DEFINITIONS

Cumulative Aggregate Attachment Point means the greater of:

- a. the sum of the Monthly Aggregate Attachment Point for all Covered Months of the Cumulative Period; or
- b. the Monthly Aggregate Attachment Point for the first month of the Contract Year, times the number of Covered Months.

Cumulative Eligible Expenses means the total amount that You have paid as benefits under Your Plan during the Cumulative Period.

Cumulative Eligible Expenses does not mean amounts:

- a. paid under your plan which exceed the lifetime maximum per person benefit.
- b. which are not Eligible Expenses, as defined in the Contract.

Cumulative Period means the period which begins on the Effective Date of the Contract or, if later, on the effective date of this Rider, and which ends on any Completed Month after the first, and prior to the last month of the Contract Year.

Monthly Aggregate Attachment Point, for this coverage, means the actual number of Covered Units for a Covered Month of the Contract Year times the Aggregate Monthly Factor(s), as shown in the Schedule of Insurance.

Net Amount means all amounts that We have released to You, less all amounts that You have returned to Us under this provision.

AMOUNTS RELEASED

We will release to You an amount under this provision if your Cumulative Eligible Expenses exceed the Cumulative Aggregate Attachment Point.

Amounts released by Us, under this provision:

- a. will at all times be considered Our funds;
- b. will be subject to all the terms of the Contract, and to Our receipt of Your request for reimbursement, and proof of Loss satisfactory to Us;
- c. shall not exceed the Maximum Benefit payable by Us, as shown in the Schedule of Insurance;
- d. are not loans or advances of benefits payable under the Contract.

We will only release amounts under this provision if You have paid to Us:

- a. all premiums due through the Cumulative Period; and
- b. all amounts which You are required to return to Us, in accordance with the following paragraph.

REPAYMENT OF AMOUNTS RELEASED

We reserve the right to collect amounts which We release under this Rider in part or the entire amount, if during any subsequent Completed Month, Your Cumulative Aggregate Attachment Point is greater than Your Cumulative Eligible Expenses.

YEAR-END ADJUSTMENT

At the end of the Contract Year, We will determine the Annual Aggregate Attachment Point, and the Minimum Annual Aggregate Attachment Point without regard to this provision.

We will reimburse You, for any amount by which Eligible Expenses, exceed, the greater of:

- a. the Annual Aggregate Attachment Point; or
- b. the Minimum Annual Aggregate attachment point.

We will reimburse You only if all due premium is paid, and all amounts You must return to Us, under this provision have been paid to Us.

You must reimburse Us for any amount by which, the greater of a or b exceeds the Net Amount where:

- a. is the Annual Aggregate Attachment Point; and
- b. is the Minimum Annual Aggregate Attachment Point.

No benefits will be paid under the Contract, or under this provision, until We have received all amounts You must return to Us under this provision. If You do not pay amounts due to Us, under this provision within the time allowed:

- a. We reserve the right to reduce any benefits payable under other terms of the Contract by such Amounts;
- b. You shall be liable for a monthly late penalty, equal to [XX]% of the amount due Us; and
- c. You will be liable for all costs and expenses, including attorney fees, which We incur in the collection of such amounts.

You must reimburse Us within [XX] days of Our notice to You, that such amount is due Us.

TERMINATION PRIOR TO END OF CONTRACT PERIOD

If the Contract is canceled or terminated, prior to the end of the Contract Year, You must pay Us all amounts We have paid You, under this provision, and no coverage is in effect.

REPORTING REQUIREMENTS

You must submit to Us, within [XX] days of the end of each Covered Month, a report of Eligible Expenses paid by You during that month.

GENERAL

This Rider is added to the Contract in consideration of [the greater of]:

- a. [\$XX.XX] _per covered unit per month payable on the premium due date of each month; or
- b. [\$XX,XXX] _for the Contract Year.

This Contract is changed only as stated in this Rider. All provisions not changed by this Rider shall apply.



[Dwight R. Evans]
[President and Chief Executive Officer]

**SIRIUS AMERICA INSURANCE COMPANY
TERMINAL LIABILITY COVERAGE ENDORSEMENT
TRANSITIONAL STOP LOSS EXCESS INSURANCE
CONTINUOUS COVERAGE**

ALL TERMS AND CONDITIONS OF THE CONTRACT TO WHICH THIS ENDORSEMENT IS ATTACHED REMAIN EFFECTIVE AND ARE INCORPORATED IN THIS ENDORSEMENT EXCEPT AS AMENDED OR MODIFIED HEREIN.

DEFINITION

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED means the greater of A or B where:

A is calculated as (1) plus [(2) multiplied by (3)] where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the sum of the number of covered units for each month for months 7 through 12 of the Contract Period; and
- (3) is the Terminal Liability Coverage Aggregate Factors set forth below.

B is calculated as (1) plus (2) where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the Terminal Liability Coverage Minimum Aggregate Retention by Insured set forth below.

TERMINAL LIABILITY COVERAGE

You shall be entitled to Terminal Liability Coverage under this Endorsement provided the following conditions are met:

1. You terminated Your Employee Benefit Plan on the expiration date of the Contract and You do not intend to adopt, form or participate in any other self-funded plan or arrangement within one year of the expiration date of the Contract. Proof of fully insured coverage, in the form of a copy of the first month's billing, is required to be submitted to Us.
2. Your Contract is not canceled for any reason prior to the expiration date of the Contract.
3. You provide written notice to Us and tender the entire Terminal Liability Coverage premium at least 15 days prior to the expiration date of the Contract. The written notice shall state:
 - a. that You elect to invoke the terms of this endorsement and the facts giving rise to its election; and
 - b. that You have complied with all terms and conditions of the Contract and have paid the Subscription Fee for this Endorsement continuously for the period of the Contract.

BENEFIT PROVISIONS

Aggregate Excess Insurance

We are liable for Claims Paid by You in the aggregate in excess of the Terminal Liability Coverage Aggregate Retention by Insured as calculated above, provided, these claims are incurred during the period of the Contract and paid by You during the period of the Contract or the six months immediately following. Our liability for the original contract period and the Terminal Liability coverage shall always be limited to the Maximum Reimbursement amount set forth in the Schedule.

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED

Aggregate minimum: [\$XX,XXX]

TERMINAL COVERAGE PREMIUM

You shall pay to Us a premium calculated at the following Premium Rates, based on the number of participants as of the first day of each calendar months in months 7 through 12 of the Contract period, then. The premium for the entire Supplemental Coverage period shall be paid in a lump sum 15 days in advance of the expiration date of the Contract, subject to 31 days of grace provided in the Contract.

Premium Rate Aggregate: [XX.XX] per covered unit

Due Date: [September 1, 2011]

TERMINAL OPTION COVERAGE AGGREGATE FACTORS

[XX.XX]	per single;	[XX.XX]	per employee + spouse
[XX.XX]	per employee + dependents;	[XX.XX]	per employee + family

LAPSE OF TERMINAL OPTION COVERAGE

If You cease to pay the Subscription Fee for the Terminal Liability Coverage during the period of the Contract or do not request or accept renewal terms for the Terminal Option Coverage upon proposal of renewal terms by Us, You shall not be eligible for Terminal Liability coverage at any future renewal of excess coverage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the Contract other than as stated above.



[Dwight R. Evans]
[President and Chief Executive Officer]

**SIRIUS AMERICA INSURANCE COMPANY
TERMINAL LIABILITY COVERAGE
TRANSITIONAL STOP LOSS EXCESS INSURANCE
EMPLOYER ADOPTION AGREEMENT**

The undersigned Employer hereby applies to Sirius America Insurance Company (the Company) and agrees to pay a subscription fee for Terminal Liability Coverage. In consideration of the subscription fee paid to the Company, the Company will issue a Terminal Liability Coverage Endorsement to attach to and form a part of the Medical Excess Risk Insurance Contract issued to the Employer, entitling the Employer to elect in writing to invoke the terms of the endorsement at least 15 days prior to the expiration of the Medical Excess Risk Insurance Contract, provided the conditions contained in the Endorsement have been met. It is understood that the Employer will pay 100% of the subscription fee and will pay it to the Company or its designee.

IT IS UNDERSTOOD THAT IF THE EMPLOYER CEASES TO PAY THE SUBSCRIPTION FEE DURING THE PERIOD OF THE MEDICAL EXCESS RISK INSURANCE CONTRACT OR DOES NOT REQUEST OR ACCEPT RENEWAL TERMS FOR THE TERMINAL LIABILITY COVERAGE UPON PROPOSAL OF RENEWAL TERMS BY THE COMPANY, THE EMPLOYER SHALL NOT BE ELIGIBLE FOR TERMINAL LIABILITY COVERAGE AT ANY FUTURE RENEWAL OF MEDICAL EXCESS RISK OR OTHER EXCESS COVERAGE.

IT IS ALSO UNDERSTOOD THAT THE TERMINAL LIABILITY COVERAGE FOR WHICH THE EMPLOYER IS APPLYING WILL ONLY TAKE EFFECT SHOULD THE EMPLOYER CHOOSE A FULLY INSURED PLAN.

Employer: [Acme Manufacturing Company]

Address: [123 Main St. Anytown Anystate 43210]
Street City State Zip

Requested Effective Date: [September 1, 2011]

Signature: [William Smith]

Printed: [William Smith]

Title: [President] Date: [August 15, 2011]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

THE TERMINAL LIABILITY COVERAGE IS NOT EFFECTIVE UNTIL THE EMPLOYER IS INFORMED OF ACCEPTANCE BY THE COMPANY OR ITS DESIGNEE.

SERFF Tracking Number: SKML-127625171 State: Arkansas
Filing Company: White Mountains Reinsurance Company of America State Tracking Number: 49786
Company Tracking Number: WMRE SL1 (07/11)
TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	09/29/2011
Comments: Please see form schedule tab		

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	09/29/2011
Comments:		
Attachment: Readability Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter	Approved-Closed	09/29/2011
Comments:		
Attachment: AUTHORIZ LTR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability	Approved-Closed	09/29/2011
Comments:		
Attachment: Statement of Variability-C.pdf		

	Item Status:	Status Date:
Satisfied - Item: Actuarial Memorandum	Approved-Closed	09/29/2011
Comments:		

SERFF Tracking Number: SKML-127625171 *State:* Arkansas
Filing Company: White Mountains Reinsurance Company of *State Tracking Number:* 49786
America
Company Tracking Number: WMRE SL1 (07/11)
TOI: H12 Health - Excess/Stop Loss *Sub-TOI:* H12.004 Self-Funded Health Plan
Product Name: White Mountain Stop Loss
Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Attachment:

ACTUARIAL MEMO - ARKANSAS.pdf

READABILITY CERTIFICATION

To Whom It May Concern:

This is to certify that the attached forms achieved a Flesch Reading Ease Score and are in compliance with applicable laws and regulations as follows:

Form #	Title	Flesch Score
WMRe SL1 (07/11)	Aggregate and Specific Medical Excess Risk Insurance	50.2
WMRe SL1-SCHED (07/11)	Specific/Aggregate Excess Insurance Schedule	50.2
WMRe SL1-APP (07/11)	Application For Medical Excess Risk Insurance	45.5
WMRe SL1-RIDER (07/11)	Rider	58.2
WMRe SL1-ACCOM (07/11)	Accommodation For Aggregate Excess Loss Rider	59.3
WMRe SL1-TLEND (07/11)	Terminal Liability Coverage Endorsement	62.1
WMRe SL1-TLAP1 (07/11)	Terminal Liability Coverage Employer Adoption Agreement	46.7
WMRe SL1 TAO RIDER (07/11)	Transitional Stop Loss Rider	56.6
WMRe SL1 TRSCHED (07/11)	Transitional Stop Loss Excess Insurance Schedule	56.6
WMRe SL1 TAOACCOM (07/11)	Accommodation For Transitional Stop Loss Excess Loss Rider	59.6
WMRe SL1 TRTLENDAG (07/11)	Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance	61.3
WMRe SL1 TRTLAP1 (07/11)	Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	51.6

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA



Signature

Robert P. Keuhn, Senior VP, Gen Counsel & Secy

Name, Title

July 28, 2011

Date



WHITE MOUNTAINS
REINSURANCE COMPANY OF
AMERICA

Robert P. Kuehn, Esq.
Senior Vice President
General Counsel & Secretary
t: 212.312.0232
f: 212.312.2525
Robert.Kuehn@wtmreamerica.com

June 6, 2011

RE: Letter of Authorization

Dear State Regulator:

We hereby authorize:

Sandra K. Meltzer & Associates, Inc.
1925 Century Boulevard Suite 1
Atlanta, Georgia 30345

to carry out the state filings (including the District of Columbia) on behalf of White Mountains Reinsurance Company of America. This authorization is to be used with the filing of policy form(s) WMRe SL1(07/11) and associated forms which may consist of but are not limited to, endorsements, applications, certificates and rider forms.

Sincerely,

Robert P. Kuehn

White Mountains Reinsurance Company of America

STATEMENT OF VARIABILITY STOP LOSS INSURANCE FORMS

WMRe SL1 (07/11)
WMRe SL1-SCHED (07/11)
WMRe SL1-RIDER (07/11)
WMRe SL1-ACCOM (07/11)
WMRe SL1-TLEND (07/11)
WMRe SL1 TAO RIDER (07/11)
WMRe SL1 TRSCHED (07/11)
WMRe SL1 TAOACCOM (07/11)
WMRe SL1 TRTLENDAG (07/11)

Purpose and Use of Forms

- Brackets [] in the contracts indicate the text within the brackets is variable.
- Numeric variables within the Contract will always comply with the minimum and maximum statutory requirements of the state in which the Contract is delivered.
- All names, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case.
- Appropriate modifications will be made depending on whether separate specific or aggregate coverage is included.

WMRe SL1 (07/11) - Aggregate and Specific Medical Excess Risk Insurance

Page 1: The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

WMRe SL1-SCHED (07/11) - Specific/Aggregate Excess Insurance Schedule

Page 1: The first 7 items are "John Doe" information.

SPECIFIC EXCESS HEALTH INSURANCE

1. Specific Deductible Per Person: \$[20,000 up to 125,000]_____
2. Reimbursement Factor
(Percentage Payable to Contractholder): 100%
3. Maximum Reimbursement Per Person: \$ [1,000,000 to Unlimited]
(Maximum Reimbursement for any one person is Plan maximum benefit less Specific Deductible.)
4. Contract Basis: [Incurred and Paid in Policy Period]; or
[Incurred in Policy Period or [XX] months prior and paid in Policy Period]; or
[Incurred in Policy Period, paid in Policy Period plus [XX] months]; or
[Paid in Policy Period with a run-in limited to claims incurred [XX] months
prior to the proposed effective date and paid during the Policy Period.]
Note: the number of months indicated above by [XX] can range from 1 to 12.
5. Deposit: \$[X,XXX] This is calculated as 1/12th of the Estimated Annual Premium.
6. Aggregated Specific \$[XX,XXX] This is determined by request of the Contractholder and the characteristics of the case.

AGGREGATE EXCESS HEALTH INSURANCE

2. Reimbursement Factor 100%
(Percentage Payable to Contractholder)
4. Minimum Annual Aggregate Attachment Point:
- Groups of 50 or less: the greater of \$4,000 time the number in the group, or 120% of expected claims or \$20,000;
 - Groups of more than 50: 110% of expected claims
5. Maximum Reimbursement: \$ [\$1,000,000 to Unlimited]
6. Maximum Reimbursement Per Person: \$ [\$1,000,000 to Unlimited]
7. Contract Basis: [Incurred and Paid in Policy Period]; or
[Incurred in Policy Period or [XX] months prior and paid in Policy Period]; or
[Incurred in Policy Period, paid in Policy Period plus [XX] months]; or
[Paid in Policy Period with a run-in limited to claims incurred [XX] months
prior to the proposed effective date and paid during the Policy Period.]

Note: the number of months indicated above by [XX] can range from 1 to 12.

Deposit: \$ [\$X,XXX] This is calculated as 1/12th of the Estimated Annual Premium.

WMRe SL1-RIDER (07/11) – Rider

The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

“It is understood and agreed by the Company that Plan Benefits on an Incurred and Paid basis, as applicable to [specific/aggregate] excess, is amended to include claims incurred in the [XX] months [subsequent/prior] to the effective date of this Contract and paid [during the Contract year/in the [xx] months] subsequent to the effective date of this Contract.”

- [specific/aggregate] will indicate either specific or aggregate.
- [subsequent/prior] will indicate wither subsequent or prior.
- [during the Contract year/in the [XX] months] will indicate either during the Contract year or in the [XX] months.
- The number of months indicated by [XX] can range from 1 to 12.

WMRe SL1-ACCOM (07/11) - Accommodation For Aggregate Excess Loss Rider

Page 3: The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

REPORTING REQUIREMENTS

[XX] days ranges from 15 days to 90 days

GENERAL

[the greater of] this bracketed text with either appear or not appear.

WMRe SL1-TLEND (07/11) - Terminal Liability Coverage Endorsement

Page 2: Aggregate Minimum:

- Groups of 50 or less: the greater of \$4,000 time the number in the group, or 120% of expected claims or \$20,000;
- Groups of more than 50: 110% of expected claims

Page 3: The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

WMRe SL1 TAO RIDER (07/11) - Transitional Stop Loss Rider

The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

"It is understood and agreed by the Company that Plan Benefits on an Incurred and Paid basis, as applicable to [specific/aggregate] excess, is amended to include claims incurred in the [x] months [subsequent/prior] to the effective date of this Contract and paid [during the Contract year/in the x months] subsequent to the effective date of this Contract."

- [specific/aggregate] will indicate either specific or aggregate.
- [subsequent/prior] will indicate wither subsequent or prior.
- [during the Contract year/in the [XX] months] will indicate either during the Contract year or in the [XX] months.
- The number of months indicated by [XX] can range from 1 to 12.

WMRe SL1 TRSCHED (07/11) - Transitional Stop Loss Excess Insurance Schedule

Page 1: The first 7 items are "John Doe" information.

AGGREGATE EXCESS HEALTH INSURANCE

2. Reimbursement Factor 100%
(Percentage Payable to Contractholder)
4. Minimum Annual Aggregate Attachment Point:
 - Groups of 50 or less: the greater of \$4,000 time the number in the group, or 120% of expected claims or \$10,000;
 - Groups of more than 50: 110% of expected claims
5. Maximum Reimbursement: \$ [\$1,000,000 to Unlimited]
6. Maximum Reimbursement Per Person: \$ [\$1,000,000 to Unlimited]
7. Contract Basis: [Incurred and Paid in Policy Period]; or
[Incurred in Policy Period or [XX] months prior and paid in Policy Period]; or
[Incurred in Policy Period, paid in Policy Period plus [XX] months]; or
[Paid in Policy Period with a run-in limited to claims incurred [XX] months
prior to the proposed effective date and paid during the Policy Period.]

Note: the number of months indicated above by [XX] can range from 1 to 12.

WMRe SL1 TAOACCOM (07/11) - Accommodation For Transitional Stop Loss Excess Loss Rider

Page 3: The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

REPORTING REQUIREMENTS

[XX] days ranges from 15 days to 90 days

GENERAL

[the greater of] this bracketed text with either appear or not appear.

WMRe SL1 TRTLENDAG (07/11) - Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance

Page 2: The name of the person signing as President and Chief Executive Officer may be replaced by the name of the current President and Chief Executive Officer with titles. In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.

Aggregate minimum:

- Groups of 50 or less: the greater of \$4,000 time the number in the group, or 120% of expected claims or \$20,000;
- Groups of more than 50: 110% of expected claims

SERFF Tracking Number: SKML-127625171 State: Arkansas

Filing Company: White Mountains Reinsurance Company of America State Tracking Number: 49786

Company Tracking Number: WMRE SL1 (07/11)

TOI: H12 Health - Excess/Stop Loss Sub-TOI: H12.004 Self-Funded Health Plan

Product Name: White Mountain Stop Loss

Project Name/Number: White Mountain Stop Loss/WMRe SL1 (07/11)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/14/2011	Form	Specific/Aggregate Excess Insurance Schedule	10/24/2011	WMRe SL1 SCHED (07-11).pdf (Superceded)
09/14/2011	Form	Application For Medical Excess Risk Insurance	10/24/2011	AR WMRe SL1 APP (07-11).pdf (Superceded)
09/14/2011	Form	Rider	10/24/2011	WMRe SL1 RIDER (07-11).pdf (Superceded)
09/14/2011	Form	Accommodation for Aggregate Excess Loss Rider	10/24/2011	WMRe SL1 ACCOM (07-11).pdf (Superceded)
09/14/2011	Form	Terminal Liability Coverage Endorsement - Specific and Aggregate Excess Insurance Continuous Coverage	10/24/2011	WMRe SL1 TLEND (07-11).pdf (Superceded)
09/14/2011	Form	Terminal Liability Coverage Employer Adoption Agreement	10/24/2011	WMRe SL1 TLAP1 (07-11).pdf (Superceded)
09/14/2011	Form	Transitional Stop Loss Rider	10/24/2011	WMRe SL1 TAORIDER (07-11).pdf (Superceded)
09/14/2011	Form	Transitional Stop Loss Excess Insurance Schedule	10/24/2011	WMRe SL1 TRSCHED (07-11).pdf (Superceded)

SERFF Tracking Number:	SKML-127625171	State:	Arkansas
Filing Company:	White Mountains Reinsurance Company of America	State Tracking Number:	49786
Company Tracking Number:	WMRE SL1 (07/11)		
TOI:	H12 Health - Excess/Stop Loss	Sub-TOI:	H12.004 Self-Funded Health Plan
Product Name:	White Mountain Stop Loss		
Project Name/Number:	White Mountain Stop Loss/WMRe SL1 (07/11)		

09/14/2011	Form	Accommodation For Transitional Stop Loss Excess Loss Rider	10/24/2011	WMRe SL1 TAOACCOM (07-11).pdf (Superceded)
09/14/2011	Form	Terminal Liability Coverage Endorsement Transitional Stop Loss Excess Insurance	10/24/2011	WMRe SL1 TRTLENDAG (07-11).pdf (Superceded)
09/14/2011	Form	Terminal Liability Coverage Transitional Stop Loss Excess Insurance Employer Adoption Agreement	10/24/2011	WMRe SL1 TRTLAP1 (07-11).pdf (Superceded)
09/14/2011	Form	Aggregate and Specific Medical Excess Risk Insurance	10/24/2011	WMRe SL1 (07-11).pdf (Superceded)

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA

SPECIFIC/AGGREGATE EXCESS INSURANCE SCHEDULE

1. **Employer's Name:** [ABC Manufacturing Company]
Mailing Address: [123 Main Street, Anytown, Anystate 43210]
2. **Contract Effective Date:** 12:01 a. m. local Standard Time on [September 1, 2011]
3. **Anniversary Date:** [September 1, 2012]
4. **Claims Administered By:** [Acme Administrators]
5. **Name of Plan** [ABC Manufacturing Company Medical Plan]
6. **Governing Jurisdiction:** [Anystate, USA]
7. **Managing General Underwriter:** International Medical Group – Stop Loss, Inc.

SPECIFIC EXCESS HEALTH INSURANCE

Benefits Covered: Medical ☒ **RX Card** ☒

1. Specific Deductible Per Person: \$ [XX,XXX]
2. Reimbursement Factor
(Percentage Payable to Contractholder): [XX] %
3. Maximum Reimbursement Per Person: \$ [XX,XXX]
(Maximum Reimbursement for any one person is Plan maximum benefit less Specific Deductible.)
4. Contract Basis: [Incurred and Paid in Policy Period]
5. Specific Premium Rates
- Single [\$XX.XX] EE + SP [\$XX.XX] EE + Dependent(s) [\$XX.XX] EE + Family [\$XX.XX]
- Deposit: \$ [X,XXX]
- Estimated Annual Premium \$ [XX,XXX]
6. Aggregated Specific ☐ Yes \$ _____ ☒ No
7. Lasered Individual(s) ☐ Yes (See Lasered Agreement) ☒ No

AGGREGATE EXCESS HEALTH INSURANCE

Benefits Covered: Medical ☒ Dental ☒ Weekly Income ☐ Vision ☒ RX Card ☒

1. Aggregate Monthly Factors:

Single [X.XXX] EE + SP [X.XXX] EE + Dependent(s) [X.XXX] EE + Family [X.XXX]

2. Reimbursement Factor [XX%] _____
(Percentage Payable to Contractholder)

3. Estimated Annual Aggregate Attachment Point: \$ [XXX.XXX] _____

4. Minimum Annual Aggregate Attachment Point: \$ [XXX.XXX] _____

5. Maximum Reimbursement: \$ [XXX,XXX] _____

6. Maximum Reimbursement Per Person: \$ [XX,XXX] _____

7. Contract Basis: [Incurred and Paid in Policy Period]

8. Aggregate Premium Rate (PEPM): \$ [XXX.XX] _____

Deposit: \$ [X,XXX] _____

Estimated Annual Premium: \$ [XX,XXX] _____

Retirees Covered under this Policy ☐ Yes ☒ No

☐ Specific and Aggregate

☐ Specific coverage only

☐ Aggregate coverage only

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA

APPLICATION FOR MEDICAL EXCESS RISK INSURANCE

The Applicant hereby applies to White Mountains Reinsurance Company of America (the Company) through its Managing General Underwriter, International Medical Group – Stop Loss, Inc., for Excess Insurance as follows in connection with its self-funded health care benefit plan. An approved plan document will be kept on file at the Managing General Underwriter's office.

Applicant: [Acme Manufacturing Company]

Address: [123 Main St]

[Anytown, Anystate 43210]

Additional Locations: [None]

Requested Effective Date: [September 1, 2011]

This date is subject to approval by the Company.

SPECIFIC EXCESS INSURANCE

SPECIFIC DEDUCTIBLE \$ [\$XX,XXX]

Deductible: ☒ per participant ☐ per family

MAXIMUM INDEMNITY

CONTRACT MAXIMUM

\$ [\$XXX,XXX]

\$ [\$XXX,XXX]

SELF-FUNDED BENEFITS TO BE COVERED

☒ Medical

☒ RX Card

TYPE OF POLICY DESIRED COVERING CLAIMS: [Paid and Incurred]

AGGREGATED SPECIFIC

☐ YES

☒ NO

RETIREEES COVERED UNDER SPECIFIC

☐ YES

☒ NO

AGGREGATE EXCESS INSURANCE

MAXIMUM INDEMNITY – EXCESS OF ATTACHMENT POINT

☒ \$1,000,000 ☐ Other \$ _____

SELF-FUNDED BENEFITS TO BE COVERED

☒ Medical ☒ Dental ☐ STD ☐ Vision ☒ RX Card ☐ Other _____

TYPE OF POLICY DESIRED COVERING CLAIMS: **[Paid and Incurred]**

AGGREGATE ACCOMMODATION ☒ **YES** ☐ **NO**

RETIREEES COVERED UNDER THE AGGREGATE ☐ **YES** ☒ **NO**

AGENT OR BROKER **[Adam Smith Agency]**

ADDRESS **[25 Elm Street, Anytown, Anystate 95643]**

PERSON TO CONTACT **[Adam Smith]** **PHONE** **[956-784-1230]**

THIRD PARTY ADMINISTRATOR **[Acme Administrators]**

ADDRESS **[789 Maple Grove Drive, Anytown, Anystate 99992]**

PERSON TO CONTACT **[Mary Perkins]** **PHONE** **[555-444-6666]**

NOTICE: Employers/plan sponsors of self-funded health plans should not consider the purchase of stop loss coverage and/or excess loss coverage as complete protection from all liability created by the self-funded health plan. Employers/plan sponsors should be aware that the failure to comply with the terms of the stop loss policy and/or the provisions in the self-funded health plan may cause the employer/plan sponsor to incur liabilities under the health plan. For instance, if medical claims are paid on an ineligible individual, the stop loss carrier may deny the reimbursement under the stop loss policy. In addition, the Arkansas Life and Health Insurance Guaranty Association does not cover claims reimbursable under a stop loss policy.

It is understood and agreed as a condition precedent to the approval of this Application that:

- a. The undersigned shall furnish to International Medical Group - Stop Loss, Inc. for their approval a copy of the executed Plan Document, describing the benefits provided by the Plan. No contract will be released nor claim reimbursed until such time that an acceptable Plan Document is received and approved by International Medical Group - Stop Loss, Inc. In the event of a material variance between the Plan Document received by International Medical Group – Stop Loss, Inc. and the plan benefit provisions upon which the terms and rates of the aggregate and specific excess coverage were based, International Medical Group – Stop Loss, Inc. may, at their option, decline to release the Contract until such time that an acceptable Plan document is received, approved and on file in their office.
- b. The Undersigned will provide or employ plan supervision and claim administration facilities acceptable to the Company or International Medical Group – Stop Loss, Inc. to administer the Plan and to process and pay claims according to the Plan Document.
- c. The receipt of premium by the Company, and the deposit of any check drawn in connection with this Application shall not constitute an acceptance of liability. In the event the Company does not approve this Application, their sole obligation shall be to refund such sum to the Undersigned.
- d. Any Aggregate and/or Specific Excess Insurance shall be described in the Contract(s) issued.
- e. Experience, census, and other information contained in the Stop Loss Proposal Request as furnished by the applicant directly; or through its representative, are the primary data elements on which the Company's proposal was based. In accepting the Contract(s), the Undersigned represents that, to the best of his knowledge and belief, such information accurately reflects the true facts. Accordingly, this Application will become a part of the insurance Contract, if issued.
- f. Any insurance resulting from this Application shall be subject to the terms and provisions of the Contract(s) herein applied for. Insurance shall become effective; on the date specified in this Application if the underwriting requirements of the Company have been met and the required premiums paid, whether or not the Contract has been issued and delivered; and

g. The Applicant further understands, represents and acknowledges that:

The statements, declarations and representations made in the Proposal Request, this Application, the Applicant's Employer Claims Disclosure Statement, and the Plan are its representations, and are deemed incorporated and contained herein;

The Policy is issued in reliance upon the truth and completeness of such statements, declarations and representations which form a part of the Policy; and

The Policy and the Proposal embody all agreements existing between the Applicant and the Company, or any of its agents, relating to this coverage.

The undersigned Applicant represents that he has read the entire Application for Medical Excess Risk Insurance, accepts the terms and rates contained in the Stop Loss Proposal and understands that the coverage requested herein is not in effect until this Application is approved and accepted by International Medical Group – Stop Loss, Inc. and the Company.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signed at [Anytown, Anystate] Date [August 15, 2011]

Signature of Authorized Person [William Smith]

Printed Name of Authorized Person [William Smith]

Title [President]

Signature of Authorized Agent [Adam Smith]

Printed Name of Authorized Agent [Adam Smith]

Title [Agent]



RIDER

Issues this rider to be attached to form a part of the Aggregate and Specific Medical Excess Risk Insurance Contract Number [90123].

Rider Effective Date [September 1, 2011]

It is understood and agreed by the Company that Plan Benefits on an Incurred and Paid basis, as applicable to [specific/aggregate] excess, is amended to include claims incurred in the

[XX] months [subsequent/prior] to the effective date of this Contract and paid

[during the Contract year/in the [xx] months] subsequent to the effective date of this Contract.

Nothing contained in this Rider will be held to affect any of the terms of the Contract other than as stated herein.

A handwritten signature in black ink, enclosed within large square brackets. The signature appears to read "Dwight R. Evans".

[Dwight R. Evans]

[President and Chief Executive Officer]

White Mountains Reinsurance Company of America

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
(“We”, “Us”, “Our”)
ACCOMMODATION FOR AGGREGATE EXCESS LOSS RIDER

RIDER NUMBER: [R 124]

CONTRACT NUMBER: [09123]

EMPLOYER: [Acme Manufacturing Company]

Effective as of [September 1, 2011] this Rider changes the Contract as follows:

MONTHLY CUMULATIVE ACCOMMODATION FOR AGGREGATE EXCESS LOSS:

DEFINITIONS

Cumulative Aggregate Attachment Point means the greater of:

- a. the sum of the Monthly Aggregate Attachment Point for all Covered Months of the Cumulative Period; or
- b. the Monthly Aggregate Attachment Point for the first month of the Contract Year, times the number of Covered Months.

Cumulative Eligible Expenses means the total amount that You have paid as benefits under Your Plan during the Cumulative Period.

Cumulative Eligible Expenses does not mean amounts:

- a. We have paid to You, or You are eligible to receive, as Specific Excess Loss Insurance benefits During the Contract Year;
- b. paid under Your Plan which exceed the Maximum Specific Benefit under the Contract; or
- c. which are not Eligible Expenses, as defined in the Contract.

Cumulative Period means the period which begins on the Effective Date of the Contract or, if later, on the effective date of this Rider, and which ends on any Completed Month after the first, and prior to the last month of the Contract Year.

Monthly Aggregate Attachment Point, for this coverage, means the actual number of Covered Units for a Covered Month of the Contract Year times the Aggregate Monthly Factor(s), as shown in the Schedule of Insurance.

Net Amount means all amounts that We have released to You, less all amounts that You have returned to Us under this provision.

AMOUNTS RELEASED

At the end of a Covered Month, We will release to You an amount under this provision if, for that month, Your Cumulative Eligible Expenses exceed the Cumulative Aggregate Attachment Point.

Amounts released by Us, under this provision:

- a. will at all times be considered Our funds;
- b. will be subject to all the terms of the Contract, and to Our receipt of Your request for reimbursement, and proof of Loss satisfactory to Us;
- c. shall not exceed the Maximum Benefit payable by Us, as shown in the Schedule of Insurance;
- d. are not loans or advances of benefits payable under the Contract.

We will only release amounts under this provision if You have paid to Us:

- a. all premiums due through the Cumulative Period; and
- b. all amounts which You are required to return to Us, in accordance with the following paragraph.

REPAYMENT OF AMOUNTS RELEASED

We reserve the right to collect amounts which We release under this Rider in part or the entire amount, if during any subsequent Completed Month, Your Cumulative Aggregate Attachment Point is greater than Your Cumulative Eligible Expenses.

YEAR-END ADJUSTMENT

At the end of the Contract Year, We will determine the Annual Aggregate Attachment Point, and the Minimum Annual Aggregate Attachment Point without regard to this provision.

We will reimburse You, for any amount by which Eligible Expenses, exceed, the greater of:

- a. the Annual Aggregate Attachment Point; or
- b. the Minimum Annual Aggregate attachment point.

We will reimburse You only if all due premium is paid, and all amounts You must return to Us, under this provision have been paid to Us.

You must reimburse Us for any amount by which, the greater of a or b exceeds the Net Amount where :

- a. is the Annual Aggregate Attachment Point; and
- b. is the Minimum Annual Aggregate Attachment Point.

No benefits will be paid under the Contract, or under this provision, until We have received all amounts You must return to Us under this provision. If You do not pay amounts due to Us, under this provision within the time allowed:

- a. We reserve the right to reduce any benefits payable under other terms of the Contract by such Amounts;
- b. You shall be liable for a monthly late penalty, equal to [XX]% of the amount due Us; and
- c. You will be liable for all costs and expenses, including attorney fees, which We incur in the collection of such amounts.

You must reimburse Us within [XX] days of Our notice to You, that such amount is due Us.

TERMINATION PRIOR TO END OF CONTRACT PERIOD

If the Contract is canceled or terminated, prior to the end of the Contract Year, You must pay Us all amounts We have paid You, under this provision, and no coverage is in effect.

REPORTING REQUIREMENTS

You must submit to Us, within [XX] days of the end of each Covered Month, a report of Eligible Expenses paid by You during that month.

GENERAL

This Rider is added to the Contract in consideration of [the greater of]:

- a. [\$XX.XX] per covered unit per month payable on the premium due date of each month; or
- b. [\$XX,XXX] for the Contract Year.

This Contract is changed only as stated in this Rider. All provisions not changed by this Rider shall apply.

A handwritten signature in cursive script, enclosed in large square brackets. The signature appears to read "Dwight R. Evans".

[Dwight R. Evans]
[President and Chief Executive Officer]

**WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
TERMINAL LIABILITY COVERAGE ENDORSEMENT
SPECIFIC AND AGGREGATE EXCESS INSURANCE
CONTINUOUS COVERAGE**

ALL TERMS AND CONDITIONS OF THE CONTRACT TO WHICH THIS ENDORSEMENT IS ATTACHED REMAIN EFFECTIVE AND ARE INCORPORATED IN THIS ENDORSEMENT EXCEPT AS AMENDED OR MODIFIED HEREIN.

DEFINITION

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED means the greater of A or B where:

A is calculated as (1) plus [(2) multiplied by (3)] where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the sum of the number of covered units for each month for months 7 through 12 of the Contract Period; and
- (3) is the Terminal Liability Coverage Aggregate Factors set forth below.

B is calculated as (1) plus (2) where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the Terminal Liability Coverage Minimum Aggregate Retention by Insured set forth below.

TERMINAL LIABILITY COVERAGE

You shall be entitled to Terminal Liability Coverage under this Endorsement provided the following conditions are met:

1. You terminated the Plan on the expiration date of the Contract and do not intend to adopt, form or participate in any other self-funded plan or arrangement within one year of the expiration date of the Contract. Proof of fully insured coverage, in the form of a copy of the first month's billing, is required to be submitted to Us.
2. Your Contract is not canceled for any reason prior to its expiration date.
3. You provide written notice to Us and tender the entire Terminal Liability Coverage premium at least 15 days prior to the expiration date of the Contract. The written notice shall state:

- a. that You elect to invoke the terms of this endorsement and the facts giving rise to its election; and
- b. that You have complied with all terms and conditions of the Contract and have paid the Subscription Fee for this Endorsement continuously for the period of the Contract.

BENEFIT PROVISIONS

Specific Excess Insurance

We are liable for Claims Paid by You for any one Covered Person in excess of the Specific Attachment Point Per Person set forth in the Schedule, provided these claims are incurred during the period of the Contract and paid by You during the period of the Contract or the **six** months immediately following. Our liability for the original contract period and the Terminal Liability coverage shall always be limited to the Maximum Reimbursement Per Person shown the Schedule for any one Covered Person and shall not exceed the stated amount for all Covered Units combined.

Aggregate Excess Insurance

We are liable for Claims Paid by You in the aggregate in excess of the Terminal Liability Coverage Aggregate Retention by Insured as calculated above, provided, these claims are incurred during the period of the Contract and paid by You during the period of the Contract or the **six** months immediately following. Our liability for the original contract period and the Terminal Liability coverage shall always be limited to the Maximum Reimbursement amount set forth in the Schedule.

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED

Aggregate minimum: [\$XX,XXX]

TERMINAL COVERAGE PREMIUM

You shall pay to Us a premium calculated at the following Premium Rates, based on the number of covered units as of the first day of each calendar month in months 7 through 12 of the Contract period. The premium for the entire period for which coverage is provided shall be paid in a lump sum 15 days in advance of the expiration date of the Contract, subject to 31 days of grace provided in the Contract.

Premium Rate

Specific:

\$[XX.XX]	per single;	\$[XX.XX]	per employee + spouse
\$[XX.XX]	per employee + dependents;	\$[XX.XX]	per employee + family

Aggregate:
\$[XX,XXX] per covered unit

Due Date: [September 1, 2011]

TERMINAL OPTION COVERAGE AGGREGATE FACTORS

[XX.XX]	per single;	[XX.XX]	per employee + spouse
[XX.XX]	per employee + dependents;	[XX.XX]	per employee + family

LAPSE OF TERMINAL OPTION COVERAGE

If the You cease to pay the Subscription Fee for the Terminal Liability Coverage during the period of the Contract or do not request or accept renewal terms for the Terminal Option Coverage upon proposal of renewal terms by Us, You shall not be eligible for Terminal Liability coverage at any future renewal of excess coverage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the Contract other than as stated above.

[]

[Dwight R. Evans]
[President and Chief Executive Officer]

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
TERMINAL LIABILITY COVERAGE
EMPLOYER ADOPTION AGREEMENT

The undersigned Employer hereby applies to White Mountains Reinsurance Company of America (the Company) and agrees to pay a subscription fee for Terminal Liability Coverage. In consideration of the subscription fee paid to the Company, the Company will issue a Terminal Liability Coverage Endorsement to attach to and form a part of the Medical Excess Risk Insurance Contract issued to the Employer, entitling the Employer to elect in writing to invoke the terms of the endorsement at least 15 days prior to the expiration of the Medical Excess Risk Insurance Contract, provided the conditions contained in the Endorsement have been met. It is understood that the Employer will pay 100% of the subscription fee and will pay it to the Company or its designee.

IT IS UNDERSTOOD THAT IF THE EMPLOYER CEASES TO PAY THE SUBSCRIPTION FEE DURING THE PERIOD OF THE MEDICAL EXCESS RISK INSURANCE CONTRACT OR DOES NOT REQUEST OR ACCEPT RENEWAL TERMS FOR THE TERMINAL LIABILITY COVERAGE UPON PROPOSAL OF RENEWAL TERMS BY THE COMPANY, THE EMPLOYER SHALL NOT BE ELIGIBLE FOR TERMINAL LIABILITY COVERAGE AT ANY FUTURE RENEWAL OF MEDICAL EXCESS RISK OR OTHER EXCESS COVERAGE.

IT IS ALSO UNDERSTOOD THAT THE TERMINAL LIABILITY COVERAGE FOR WHICH THE EMPLOYER IS APPLYING WILL ONLY TAKE EFFECT SHOULD THE EMPLOYER CHOOSE A FULLY INSURED PLAN.

Type of Terminal Liability Requested:

☒ Specific and Aggregate

☐ Aggregate

Employer: [Acme Manufacturing Company]

Address: [123 Main Street Anytown, Anystate 43210]
Street City State Zip

Requested Effective Date: [September 1, 2011]

Signature: [William Smith]

Printed: [William Smith]

Title: [President] Date: [August 15, 2011]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

THE TERMINAL LIABILITY COVERAGE IS NOT EFFECTIVE UNTIL THE EMPLOYER IS INFORMED OF ACCEPTANCE BY THE COMPANY OR ITS DESIGNEE.

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA

TRANSITIONAL STOP LOSS RIDER

Issues this rider to be attached to form a part of the Stop Loss Medical Excess Risk Insurance Contract Number [90123]

Rider Effective Date [September 1, 2011]

It is understood and agreed by the Company that Plan Benefits on an Incurred and Paid basis, as applicable to [specific/aggregate] excess, is amended to include claims incurred in the

[x] months [subsequent/prior] to the effective date of this Contract and paid [during the Contract year/in the x months] subsequent to the effective date of this Contract.

Nothing contained in this Rider will be held to affect any of the terms of the Contract other than as stated herein.

A handwritten signature in cursive script, enclosed in large square brackets. The signature appears to read "Dwight Evans".

[Dwight Evans]
[President and Chief Executive Officer]

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA

TRANSITIONAL STOP LOSS EXCESS INSURANCE SCHEDULE

1. Employer's Name: [ABC Manufacturing Company]
Mailing Address: [123 Main Street, Anytown, Anystate 43210]
2. Contract Effective Date: 12:01 a. m. local Standard Time on [September 1, 2011]
3. Anniversary Date: [September 1, 2012]
4. Claims Administered By: [Acme Administrators]
5. Name of Plan [ABC Manufacturing Company Medical Plan]
6. Governing Jurisdiction: [Anystate, USA]
7. Managing General Underwriter: International Medical Group – Stop Loss, Inc.

AGGREGATE EXCESS HEALTH INSURANCE

Benefits Covered: Medical ☒ Dental ☒ Weekly Income ☐ Vision ☒ RX Card ☒

1. Aggregate Monthly Factors:

Single [X.XXX] EE + SP [X.XXX] EE + Dependent(s) [X.XXX] EE + Family [X.XXX]

2. Reimbursement Factor [XX%]
(Percentage Payable to Contractholder)

3. Estimated Annual Aggregate Attachment Point: \$ [XX,XXX]

4. Minimum Annual Aggregate Attachment Point: \$ [XX,XXX]

5. Maximum Reimbursement: \$ [XXX,XXX]

6. Maximum Reimbursement Per Person: \$ [XX,XXX]

7. Contract Basis: [Incurred and Paid in Policy Period]

8. Aggregate Premium Rates

Single \$ [XX.XX] EE + SP \$ [XX.XX] EE + Dependent(s) \$ [XX.XX] Family \$ [XX.XX]

Estimated Annual Premium: \$ [XX,XXX.XX]

Retirees Covered under this Policy ☐ Yes ☒ No

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
(“We”, “Us”, “Our”)
ACCOMMODATION FOR TRANSITIONAL STOP LOSS EXCESS LOSS RIDER

RIDER NUMBER: [R-123]

CONTRACT NUMBER: [90123]

EMPLOYER: [Acme Manufacturing Company]

Effective as of [September 1, 2011] this Rider changes the Contract as follows:

MONTHLY CUMULATIVE ACCOMMODATION FOR TRANSITIONAL STOP LOSS EXCESS LOSS:

DEFINITIONS

Cumulative Aggregate Attachment Point means the greater of:

- a. the sum of the Monthly Aggregate Attachment Point for all Covered Months of the Cumulative Period; or
- b. the Monthly Aggregate Attachment Point for the first month of the Contract Year, times the number of Covered Months.

Cumulative Eligible Expenses means the total amount that You have paid as benefits under Your Plan during the Cumulative Period.

Cumulative Eligible Expenses does not mean amounts:

- a. paid under your plan which exceed the lifetime maximum per person benefit.
- b. which are not Eligible Expenses, as defined in the Contract.

Cumulative Period means the period which begins on the Effective Date of the Contract or, if later, on the effective date of this Rider, and which ends on any Completed Month after the first, and prior to the last month of the Contract Year.

Monthly Aggregate Attachment Point, for this coverage, means the actual number of Covered Units for a Covered Month of the Contract Year times the Aggregate Monthly Factor(s), as shown in the Schedule of Insurance.

Net Amount means all amounts that We have released to You, less all amounts that You have returned to Us under this provision.

AMOUNTS RELEASED

We will release to You an amount under this provision if your Cumulative Eligible Expenses exceed the Cumulative Aggregate Attachment Point.

Amounts released by Us, under this provision:

- a. will at all times be considered Our funds;
- b. will be subject to all the terms of the Contract, and to Our receipt of Your request for reimbursement, and proof of Loss satisfactory to Us;
- c. shall not exceed the Maximum Benefit payable by Us, as shown in the Schedule of Insurance;
- d. are not loans or advances of benefits payable under the Contract.

We will only release amounts under this provision if You have paid to Us:

- a. all premiums due through the Cumulative Period; and
- b. all amounts which You are required to return to Us, in accordance with the following paragraph.

REPAYMENT OF AMOUNTS RELEASED

We reserve the right to collect amounts which We release under this Rider in part or the entire amount, if during any subsequent Completed Month, Your Cumulative Aggregate Attachment Point is greater than Your Cumulative Eligible Expenses.

YEAR-END ADJUSTMENT

At the end of the Contract Year, We will determine the Annual Aggregate Attachment Point, and the Minimum Annual Aggregate Attachment Point without regard to this provision.

We will reimburse You, for any amount by which Eligible Expenses, exceed, the greater of:

- a. the Annual Aggregate Attachment Point; or
- b. the Minimum Annual Aggregate attachment point.

We will reimburse You only if all due premium is paid, and all amounts You must return to Us, under this provision have been paid to Us.

You must reimburse Us for any amount by which, the greater of a or b exceeds the Net Amount where:

- a. is the Annual Aggregate Attachment Point; and
- b. is the Minimum Annual Aggregate Attachment Point.

No benefits will be paid under the Contract, or under this provision, until We have received all amounts You must return to Us under this provision. If You do not pay amounts due to Us, under this provision within the time allowed:

- a. We reserve the right to reduce any benefits payable under other terms of the Contract by such Amounts;
- b. You shall be liable for a monthly late penalty, equal to [XX]% of the amount due Us; and
- c. You will be liable for all costs and expenses, including attorney fees, which We incur in the collection of such amounts.

You must reimburse Us within [XX] days of Our notice to You, that such amount is due Us.

TERMINATION PRIOR TO END OF CONTRACT PERIOD

If the Contract is canceled or terminated, prior to the end of the Contract Year, You must pay Us all amounts We have paid You, under this provision, and no coverage is in effect.

REPORTING REQUIREMENTS

You must submit to Us, within [XX] days of the end of each Covered Month, a report of Eligible Expenses paid by You during that month.

GENERAL

This Rider is added to the Contract in consideration of [the greater of]:

- a. [\$XX.XX] _per covered unit per month payable on the premium due date of each month; or
- b. [\$XX,XXX] _for the Contract Year.

This Contract is changed only as stated in this Rider. All provisions not changed by this Rider shall apply.



[Dwight R. Evans]
[President and Chief Executive Officer]

**WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
TERMINAL LIABILITY COVERAGE ENDORSEMENT
TRANSITIONAL STOP LOSS EXCESS INSURANCE
CONTINUOUS COVERAGE**

ALL TERMS AND CONDITIONS OF THE CONTRACT TO WHICH THIS ENDORSEMENT IS ATTACHED REMAIN EFFECTIVE AND ARE INCORPORATED IN THIS ENDORSEMENT EXCEPT AS AMENDED OR MODIFIED HEREIN.

DEFINITION

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED means the greater of A or B where:

A is calculated as (1) plus [(2) multiplied by (3)] where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the sum of the number of covered units for each month for months 7 through 12 of the Contract Period; and
- (3) is the Terminal Liability Coverage Aggregate Factors set forth below.

B is calculated as (1) plus (2) where:

- (1) is the Annual Aggregate Attachment Point as defined in the Contract;
- (2) is the Terminal Liability Coverage Minimum Aggregate Retention by Insured set forth below.

TERMINAL LIABILITY COVERAGE

You shall be entitled to Terminal Liability Coverage under this Endorsement provided the following conditions are met:

1. You terminated Your Employee Benefit Plan on the expiration date of the Contract and You do not intend to adopt, form or participate in any other self-funded plan or arrangement within one year of the expiration date of the Contract. Proof of fully insured coverage, in the form of a copy of the first month's billing, is required to be submitted to Us.
2. Your Contract is not canceled for any reason prior to the expiration date of the Contract.
3. You provide written notice to Us and tender the entire Terminal Liability Coverage premium at least 15 days prior to the expiration date of the Contract. The written notice shall state:
 - a. that You elect to invoke the terms of this endorsement and the facts giving rise to its election; and
 - b. that You have complied with all terms and conditions of the Contract and have paid the Subscription Fee for this Endorsement continuously for the period of the Contract.

BENEFIT PROVISIONS

Aggregate Excess Insurance

We are liable for Claims Paid by You in the aggregate in excess of the Terminal Liability Coverage Aggregate Retention by Insured as calculated above, provided, these claims are incurred during the period of the Contract and paid by You during the period of the Contract or the six months immediately following. Our liability for the original contract period and the Terminal Liability coverage shall always be limited to the Maximum Reimbursement amount set forth in the Schedule.

TERMINAL LIABILITY COVERAGE AGGREGATE RETENTION BY INSURED

Aggregate minimum: [\$XX,XXX]

TERMINAL COVERAGE PREMIUM

You shall pay to Us a premium calculated at the following Premium Rates, based on the number of participants as of the first day of each calendar months in months 7 through 12 of the Contract period, then. The premium for the entire Supplemental Coverage period shall be paid in a lump sum 15 days in advance of the expiration date of the Contract, subject to 31 days of grace provided in the Contract.

Premium Rate Aggregate: [XX.XX] per covered unit

Due Date: [September 1, 2011]

TERMINAL OPTION COVERAGE AGGREGATE FACTORS

[\$XX.XX]	per single;	[\$XX.XX]	per employee + spouse
[\$XX.XX]	per employee + dependents;	[\$XX.XX]	per employee + family

LAPSE OF TERMINAL OPTION COVERAGE

If You cease to pay the Subscription Fee for the Terminal Liability Coverage during the period of the Contract or do not request or accept renewal terms for the Terminal Option Coverage upon proposal of renewal terms by Us, You shall not be eligible for Terminal Liability coverage at any future renewal of excess coverage.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the Contract other than as stated above.



[Dwight R. Evans]
[President and Chief Executive Officer]

WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
TERMINAL LIABILITY COVERAGE
TRANSITIONAL STOP LOSS EXCESS INSURANCE
EMPLOYER ADOPTION AGREEMENT

The undersigned Employer hereby applies to White Mountains Reinsurance Company of America (the Company) and agrees to pay a subscription fee for Terminal Liability Coverage. In consideration of the subscription fee paid to the Company, the Company will issue a Terminal Liability Coverage Endorsement to attach to and form a part of the Medical Excess Risk Insurance Contract issued to the Employer, entitling the Employer to elect in writing to invoke the terms of the endorsement at least 15 days prior to the expiration of the Medical Excess Risk Insurance Contract, provided the conditions contained in the Endorsement have been met. It is understood that the Employer will pay 100% of the subscription fee and will pay it to the Company or its designee.

IT IS UNDERSTOOD THAT IF THE EMPLOYER CEASES TO PAY THE SUBSCRIPTION FEE DURING THE PERIOD OF THE MEDICAL EXCESS RISK INSURANCE CONTRACT OR DOES NOT REQUEST OR ACCEPT RENEWAL TERMS FOR THE TERMINAL LIABILITY COVERAGE UPON PROPOSAL OF RENEWAL TERMS BY THE COMPANY, THE EMPLOYER SHALL NOT BE ELIGIBLE FOR TERMINAL LIABILITY COVERAGE AT ANY FUTURE RENEWAL OF MEDICAL EXCESS RISK OR OTHER EXCESS COVERAGE.

IT IS ALSO UNDERSTOOD THAT THE TERMINAL LIABILITY COVERAGE FOR WHICH THE EMPLOYER IS APPLYING WILL ONLY TAKE EFFECT SHOULD THE EMPLOYER CHOOSE A FULLY INSURED PLAN.

Employer: [Acme Manufacturing Company]

Address: [123 Main St. Anytown Anystate 43210]
Street City State Zip

Requested Effective Date: [September 1, 2011]

Signature: [William Smith]

Printed: [William Smith]

Title: [President] Date: [August 15, 2011]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

THE TERMINAL LIABILITY COVERAGE IS NOT EFFECTIVE UNTIL THE EMPLOYER IS INFORMED OF ACCEPTANCE BY THE COMPANY OR ITS DESIGNEE.



White Mountains Re America

One Liberty Plaza
New York, New York 10006-1404

This Contract is issued to the Employer named in the Schedule by White Mountains Reinsurance Company of America (the "Company", "We", "Us", "Our").

The Company will pay benefits to the extent and in the manner provided on this and the following pages of this Contract.

Read your Contract Carefully

The effective date of this Contract shall be 12:01 a.m. Standard Time at the principal office of the Employer. Such effective date shall also be the issue date of this Contract unless some other date is shown herein.

The first premium is due and payable on the effective date of this Contract and all other premiums are due and payable in accordance with the terms of the payment of premiums provision so long as this Contract is in force.

This Contract is issued by the Company at its executive offices as of the effective date.

[Dwight R. Evans]

[President and Chief Executive Officer]

White Mountains Reinsurance Company of America

Aggregate and Specific
Medical Excess Risk Insurance
Non-Participating

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I. THE CONTRACT

ENTIRE CONTRACT/CHANGES

This contract is issued in consideration of Your application and Your payment of premiums as set forth in this contract. A copy of the application and a copy of Your employee benefit plan description (hereafter referred to as the "Plan") are held in Our offices.

Only the President, Vice President or the Secretary of the Company is authorized to change this Contract or to waive any of Our rights or requirements and then only in writing. No such alteration of this Contract shall be valid unless endorsed on or attached to this Contract. No agent has the authority to alter this Contract or to waive any of its provisions.

AMENDMENTS TO THE PLAN

The Plan shall not be changed while this Contract is in force without Our prior written consent. Notice of any amendment to the Plan must be given to Us in writing at least 31 days prior to the effective date of the amendment. All amendments are subject to Our approval. In the event that such amendment is not approved or We do not receive such advance written notice, We shall only be liable to pay in accordance with benefits and provisions contained in the Plan prior to the amendment.

CLERICAL ERROR

A clerical error will not invalidate coverage otherwise validly in force or continue coverage otherwise validly terminated. Refunds or credits due as a result of a clerical error shall only be available for a period of up to one year prior to the request for refund or credit.

STATEMENTS

All statements made in Your application for coverage, in the absence of fraud, will be deemed as representations and not warranties. Representations mean that Your statements are true to the best of Your knowledge or belief. In issuing and entering into this Contract, We have relied upon Your statements and representations, in addition to all other underwriting information provided by You and/or any of Your Agents. In the event of any material misrepresentation or omission relating to Your statements, representations or information, We reserve the right to cancel, terminate and/or rescind this Contract in accordance with the Incontestability provision and with applicable law.

LEGAL ACTIONS

No action at law or in equity may be brought to obtain benefits less than 60 days nor more than three years after written proof has been furnished as required by this Contract (Kansas: more than 5 years) (South Carolina: more than 6 years).

INCONTESTABILITY

No statement shall be used in any contest of the Contract unless it is contained in Your application or in the Plan. This Contract shall not be contested, except for non-payment of premiums, after it has been in force for two years from its date of issue.

CONFORMITY WITH STATE LAWS

Any provision in this Contract that is in conflict, on the effective date, with the laws of the state where the covered person lives, is amended to conform to the minimum requirements of such laws.

AUDITS

We or Our duly authorized representatives shall be permitted at all reasonable times during usual business hours to examine and audit all records and procedures of the Employer and the Plan administrator so far as they relate to this Contract and Our liability and/or premium.

SEVERABILITY

Any clause deemed void, voidable, invalid or otherwise unenforceable, whether or not such provision is contrary to public contract, will not render any of the remaining provisions of the Contract invalid.

NOTICE OF APPEAL

Any objection, notice of legal action or complaint received on a claim processed by You or the Plan administrator, and which it reasonably appears benefits will be payable under this Contract, shall be brought to the immediate attention of the Claims Department and the Legal Department of the Company.

NOTICE

For the purpose of any notice required from Us under the provisions of this Contract, notice to the Plan administrator shall be considered notice to You. Notice to You shall be considered Notice to the Plan administrator.

II. DEFINITIONS

AGGREGATE MONTHLY FACTOR - the number which is multiplied by the Number of Covered Units each month of each contract year to determine the Annual Aggregate Attachment Point.

ANNUAL AGGREGATE ATTACHMENT POINT - for any one contract year, the total of the Number of Covered Units multiplied by such Covered Units' corresponding Aggregate Monthly Factor, applied each month; or the Minimum Annual Aggregate Attachment Point, whichever is greater.

COVERED PERSON - each person who is a Covered Unit or, in the case of a dependent, a member of a Covered Unit.

COVERED UNITS - an employee or an employee with dependents who is eligible for benefits and covered under the Plan.

EMPLOYEE BENEFIT PLAN/THE PLAN - the welfare benefits the Employer has agreed to provide for its employees and their eligible dependents. The Plan must be in effect on the effective date of this Contract, including any amendments to such Plan. See the Schedule for the name of the Plan and the Benefits provided by this Contract.

EMPLOYER - the Employer, or the trust established by the Employer, who is responsible for the payment of benefits under the Plan and whose name appears in the Schedule. The Employer may be referred to as "You" and "Your".

EXPERIMENTAL - Any Treatment that includes completely new, untested drugs, procedures, or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and/or and/or alternative therapies which are not generally accepted standards of current medical practice.

INVESTIGATIONAL - Treatment that includes drugs not yet released for distribution by the US Food and Drug Administration and/or procedures or services which are still in the clinical stages of evaluation.

MAXIMUM REIMBURSEMENT - the amount specified in the Schedule. It is the maximum amount payable under this Contract in respect to eligible claims paid by You for any Covered Person during their lifetime.

MINIMUM ANNUAL AGGREGATE ATTACHMENT POINT - the Minimum Aggregate Attachment Point as specified in the Schedule.

NUMBER OF COVERED UNITS - the total number of Covered Units existing in any one contract month. The number of Covered Units for the first contract month of the first contract year is shown in the Schedule. The number of Covered Units for subsequent contract months and/or contract years will be determined on a monthly basis in accordance with the eligibility requirements of the Plan.

PLAN ADMINISTRATOR - the company that is responsible for the day-to-day functions and management of the Plan. The Plan Administrator is solely Your agent. We must agree to any change of Plan Administrator. All benefits paid under this Contract are considered paid to You when received by the Plan Administrator.

PLAN BENEFIT PAYMENTS ON AN INCURRED AND PAID BASIS - for a Contract year, the total amount of benefits to which covered units or covered persons become entitled under the Plan subject to any limitations of this Contract. Such amount of benefits shall only include the eligible expenses incurred on or after the effective date of this Contract and paid during the Contract year. Such amount of benefits shall not include: deductibles, coinsurance amounts or any other expenses or claims, which are reimbursable from any other source. No cost of claim payment or expense of litigation shall be included. An eligible expense will be considered to be incurred at the time of the service, or the supply to which it relates, is provided. Drafts or checks issued shall be counted as amounts paid and the date of issue of each draft or check shall be deemed to be the date of payment.

REIMBURSEMENT FACTOR - the percentage specified in the Schedule. Separate reimbursement factors may apply each to aggregate excess benefit and specific excess benefit.

SCHEDULE - the Aggregate/Specific Excess Insurance Schedule found in the back of this Contract.

SPECIFIC DEDUCTIBLE - the amount specified in the Schedule. The amount of claims paid for any one individual or Covered Unit under the Plan by You before coverage under this Contract begins to reimburse properly paid claims (the Employers' deductible). It applies separately for each Contract year and will be determined annually by the Company.

If this Contract terminates during any Contract Year, the Specific Deductible and Aggregate Attachment Points will be calculated as if the Contract has remained in effect for the full contract year.

USUAL, REASONABLE AND CUSTOMARY RATE – A typical and reasonable amount of reimbursement for similar services, medicines, or supplies within the area in which the charge is incurred. In determining the typical and reasonable amount of reimbursement, the Company will consider one or more of the following factors, without limitation: the amount charged by the provider; the amount charged by similar providers or providers in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other

similar services; the length of time required to perform the procedure or service as compared to national standards and/or benchmarks; and the severity or nature of the illness or injury being treated.

III. BENEFIT PROVISIONS

The first contract year shall commence on the Effective date. It shall end on the first day of the calendar month coinciding with or next following twelve calendar months thereafter. Second and subsequent contract years shall be each twelve calendar month period thereafter. A contract month shall be each calendar month within a contract year. Premium due date shall be the effective date and the first day of each contract month thereafter.

SPECIFIC EXCESS HEALTH INSURANCE

- A.** We will pay the Specific excess benefit to You. Payment will be made within a reasonable time after receipt of the proof of loss and request for Reimbursement.
- B.** The specific excess benefit for any contract year, or fraction thereof, is calculated as:
 - 1. the Plan Benefit Payments on an Incurred and Paid Basis, with regard to a Covered Person, less:
 - 2. the Specific Deductible; and
 - 3. multiplied by the Reimbursement Factor and subject to the Specific lifetime maximum.
- C.** Upon termination of the Contract, We shall not be liable for losses incurred or paid after the termination date.

AGGREGATE EXCESS HEALTH INSURANCE

- A.** We will pay the Aggregate excess benefit to You. Payment will be made within a reasonable time after the end of each Contract Year.
- B.** The Aggregate excess benefit for any contract year is calculated as:
 - 1. the Plan Benefit Payments on an Incurred and Paid Basis; less
 - 2. the Annual Aggregate Attachment Point; less
 - 3. the Specific excess benefits included in the Plan Benefit Payments on an Incurred and Paid Basis which is to be reimbursed by Us under the Specific excess benefit provided by this Contract. The maximum any one claim can contribute to the Aggregate excess benefit is the amount of the Specific Deductible, regardless of the Contract terms; and
 - 4. multiplied by the Reimbursement Factor and subject to any maximum which may be shown under Aggregate Excess Health Insurance in the Schedule.

LIMITATIONS OF COVERAGE

- A.** We shall not have any responsibility or obligation under this Contract to directly reimburse any Covered Person or provider of professional or medical services for any benefits which You have agreed to provide under the terms of the Plan. The Company's sole liability hereunder is to You subject to the terms, conditions and limitations of this agreement.
- B.** This Contract will not reimburse You for any loss or expenses caused by or resulting from any of the following:
 - 1. Expenses incurred while the Plan is not in force as to the Covered Person.
 - 2. Expenses resulting from: dental, vision, hearing care, prescription drugs or disability income except as noted on the Schedule.
 - 3. Liability assumed by You under any contract or service agreement other than the Plan.
 - 4. Expenses which are based upon any non compliance with any legal statute or legislation.
 - 5. Expenses arising out of or in the course of any occupation or employment for wage or profit for which the Covered Person is eligible for benefits under any worker's compensation or occupational disease law, whether or not such coverage is in force.
 - 6. Expenses for which benefits are not payable under the Plan because of an exclusion for expenses incurred due to a pre-existing condition subject to the following exception: Claims paid for pre-existing conditions by You for Covered Persons who were covered under the Contract or coverage replaced by the Plan on the day immediately preceding the effective date of the Plan will be reimbursed at the lesser of the following benefits:
 - a. The benefits payable under the Contract or coverage replaced; or
 - b. The benefits payable under the Plan disregarding the pre-existing condition Limitation.
 - 7. Expenses arising out of, caused by, contributed to or in consequence of: War-declared or undeclared, Civil war, Hostilities or Invasion.
 - 8. Payments made under the Plan as a result of charges incurred for medicine or drugs which are Food and Drug Administration Phase I, II or III testing.
 - 9. Payments made under the Plan for treatments or procedures which are Experimental or Investigational unless they meet all of the following criteria:
 - a. The drug, treatment or procedure is otherwise a Covered Expense under the Plan; and

- b. The drug, treatment or procedure is not in a Phase 1 or Phase 2 Clinical Trial; and
 - c. The drug or treatment has been approved by the FDA for any indication; and
 - d. If off-label usage applies, the off-label use of the drug or treatment has been recognized for treatment of the condition for which it is prescribed by at least one of the following:
 - i. Thomson Micromedex Drugdex; or
 - ii. Thomson Micromedex DrugPoints; or
 - iii. The American Hospital Formulary Service Drug Information; or
 - iv. Standard reference compendia or substantially accepted peer-reviewed Clinical Practice Guidelines, such as NCCN Guidelines.
10. All legal expenses and fees under any circumstances incurred by You, the Plan and any covered person including, without limitation, legal expenses and fees incurred in obtaining medical treatment.
 11. Any payment for exemplary and punitive damages or liabilities, including but not limited to those resulting from negligence, intentional wrongs, fraud, bad faith or strict liability on Your part or on the part of Your agent.
 12. Any payment for extra-contractual damages, compensatory damages, or punitive damages awarded under the Plan.
 13. Any payment for the cost of administering the Plan or other Employer contract services.
 14. Any charge, expense or request for reimbursement that is in excess of the Usual, Reasonable and Customary Rate.

IV. PAYMENT OF CLAIMS

NOTICE OF CLAIMS

Written notice must be given to Us within 60 days after You become aware that benefits will be incurred which are covered by this Contract.

You or Your administrator shall submit on a timely basis all proofs, reports and supporting documentation requested by Us, including, but not limited to a monthly summary of all eligible claims paid by You. Such monthly reports should include: Individual claims where the total sum paid at the close of the month exceeds, or is expected to exceed, 50 percent of the Specific Deductible per Person (see Schedule). Details to include: name of the covered person, date of accident(s) or onset of sickness, nature of injury(ies) or sickness(es) and estimated likely total cost of claim.

PAYMENT

You shall determine the benefits under the Plan. These decisions are Your sole responsibility. We have the right to interpret the terms of the Plan as it applies to this Contract. We shall have the sole authority to pay or deny claims that exceed any Specific Deductible and/or Aggregate Attachment Point.

All benefits shall be paid to You as they become payable under this Contract.

SUBROGATION

The Company has the right to recover any and all payments that the Company has made under this Contract from any person or entity that has been found to make, or is obligated to make in the future, a first and/or third Party payment to a Covered Person as the result of an accident or illness caused by another party. If You recover any monies from any source for any loss for which You received payment under this Contract, the Company will be reimbursed on a priority basis from such recovery to the extent of the Company's payments to You before You are entitled to a recovery. This obligation to the Company survives the termination of this Contract and is applicable even if the Contract has expired and/or been terminated.

In the event You do not pursue all available recovery sources, then Your right of subrogation against a Covered Person transfers to the Company and You will at all times cooperate with the Company in their recovery efforts. Further, there can be no deduction of the amounts due the Company for legal fees, or any costs associated with the recovery of these payments without the express written agreement of the Company prior to the matter being settled or these costs being incurred. In addition, if there is to be a settlement for any portion of the funds that is less than 100% of the amount(s) paid to You or on Your behalf by the Company, any such agreement must first be approved by the Company or its designated representative, before You agree to such a settlement with any other person or entity.

CASH LOSS LIMIT

When a claim has been submitted to Us which is in compliance with all other terms and conditions of this Contract and provided that You have paid to the providers of services or supplies to which the claim relates all amounts equal to the Specific Deductible, We will advance to You the remainder of the eligible unpaid balance of the claim.

V. PAYMENT OF PREMIUMS

We reserve the right, subject to 31 days prior written notice to You, to establish new premium rates and new Contract terms, to be effective as of the end of twelve months after the agreement date, or effective as of any premium due date thereafter.

Each premium for this Contract is payable on or before its due date at the office of the Company. Payment of a premium shall not maintain this Contract in force beyond the period for which such premium is paid, except as otherwise stated in this Contract.

GRACE PERIOD

A grace period of 31 days will be allowed for the payment of each premium after the first premium payment. Coverage will continue during such grace period so long as premium is paid in full prior to the end of such grace period.

REINSTATEMENT

We agree, at Our sole option, and without prejudice to Our rights under this Contract to reinstate coverage as of the effective date of cancellation upon receipt and approval of Your written application for reinstatement and any and all other material and/or information as may be requested by Us, including but limited to, all outstanding premiums, plus interest due from the effective date of reinstatement at a rate of not less than 1.5% per month compounded monthly. No insurance shall be reinstated until We confirm such reinstatement in writing to the You and any outstanding premiums have been paid.

VI. CONTRACT TERMINATION

This Contract and all benefits hereunder will terminate upon the earliest of the following dates:

- A.** Except as provided under the “Grace Period” provision, at the end of any period for which the premium has last been paid.
- B.** The premium due date next following Our receipt of written notice from You that the Contract is to be terminated.
- C.** The last day of the contract year if We do not intend to renew the Contract and give You at least 30 days notice that the Contract is to be terminated.
- D.** The last day of the contract year in which You have rejected in writing the rates and terms We offered and which will be applicable to the next following contract year.
- E.** The date of termination of the Plan.

The Company has the right to establish new premium rates and Aggregate Monthly Factors at any time during a Contract period if any of the following change(s) occur to You or the Plan:

- A.** Geographical area;
- B.** Nature of Business;
- C.** Acquisition, merger, sale, lay-off;
- D.** If the Number of Covered Units covered under the Plan changes by more than 15% from the effective date.

In the event You refuse to accept any adjustments required by us with respect to such change(s) within 15 days of notification by the Company, this Contract will terminate immediately without further notice and with no further rights under this Contract.

In addition to the termination provisions listed above, this Contract shall automatically terminate upon cancellation of the Contract between the Employer and the Plan administrator unless We had, prior to such cancellation, agreed in writing to the Employer’s designation of a successor Plan administrator.